

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ATLANTIC RECORDING CORPORATION	:	X
Plaintiff,	:	Civ.
- v -		
BCD MUSIC GROUP, INC. and MIXTRAP LLC.,	:	DECLARATION OF NEAL MITCHELL IN SUPPORT OF <u>PRELIMINARY INJUNCTION</u>
Defendants.	:	
	:	
	:	
	:	

Neal Mitchell declares:

1. I am a paralegal in the firm of Blank Rome LLP.

2. On May 21, 2008, I ran internet searches for the terms, “Plies” and “Real Definitions,” in google.com and froogle.com to determine if there is any confusion between the album *Definition of Real* as released by Defendant Mixtrap, LLC (“Mixtrap”) and the album *Definition of Real* to be released by Atlantic on June 10, 2008. The Mixtrap album *Definition of Real* has 26 tracks as reflected on Exhibit 9¹ and Atlantic’s album *Definition of Real* has 15 tracks as reflected on Exhibit 10. My search revealed the following:

A. Tower Records, www.tower.com is offering pre-orders of the June 10, 2008 Atlantic release *Definition of Real*. Rather than listing the tracks from Atlantic’s upcoming release, Tower Records lists the 26 tracks from the Mixtrap album bearing the same name. A printout of this website is attached as Exhibit 11. None of the titles on the Mixtrap album are the same as the titles on Atlantic’s

¹ All Exhibits are provided in the accompanying book of Exhibits.

album, though “Buss it Baby” on the Mixtrap album is similar to “Bust it Baby (Part 2)” on Atlantic’s album.

- B. Borders, www.bordersstores.com is also accepting pre-orders of Atlantic’s June 10, 2008 release *Definition of Real*, but also lists Mixtrap’s 26 tracks, rather than the 15 tracks from Atlantic’s album. A printout of this website is attached as Exhibit 12.
- C. Best Buy, www.bestbuy.com is also accepting pre-orders of the June 10, 2008 Atlantic release *Definition of Real*. Best Buy also lists Mixtrap’s 26 tracks. A printout of this website is attached as Exhibit 13.
- D. www.cduniverse.com is offering pre-orders of the June 10, 2008 Atlantic release entitled *Definition of Real* with Plaintiff’s authentic album cover, but showing 26 tracks, consisting of tracks from the Mixtrap album. A printout of this website is attached as Exhibit 14.
- E. www.bullmoose.com is offering pre-orders of the June 10, 2008 Atlantic release entitled *Definition of Real*, but showing 26 tracks, consisting of tracks from the Mixtrap album. A printout of this website is attached as Exhibit 15.
- F. <http://artistdirect.com> is offering pre-orders of the June 10, 2008 Atlantic release entitled *Definition of Real*, but showing 26 tracks, consisting of tracks from the Mixtrap album. The artwork shown is not the cover art of Atlantic’s album, but rather the cover of Defendant’s *Definition of Real* album. A printout of this website is attached as Exhibit 16.
- G. Circuit City, www.entertainment.circuitcity.com is offering pre-orders of the June 10, 2008 Atlantic release entitled *Definition of Real* but showing 26 tracks,

consisting of tracks from the Mixtrap album. The artwork shown is the cover of Defendant's *Definition of Real* album. A printout of this website is attached as Exhibit 17.

H. Barnes and Noble, <http://music.barnesandnoble.com> is offering pre-orders of the June 10, 2008 Atlantic release entitled *Definition of Real*, but showing 26 tracks, consisting of tracks from the Mixtrap album. The artwork shown is not the cover art of Atlantic's album, but rather Defendants *Definition of Real* album. A printout of this website is attached as Exhibit 18.

3. I conducted a similar internet search for "Gucci Mane" and "No Pad No Pencil" and discovered that www.iapstore.com is selling a Gucci Mane album entitled "No Pad, No Pencil" with the product description "Atlantic Records presents the official Gucci Mane mixtape, *No Pad No Pencil*. A printout of this website is attached as Exhibit 19 and a copy of the *No Pad No Pencil* album and packaging is attached as Exhibit 20. I have been informed that Atlantic Records is not affiliated with *No Pad, No Pencil*.

4. I visited BCD's website, www.bcdmusicgroup.com and clicked on the Services tab, and was directed to a page on which BCD states openly that it works with artists who have already signed a record deal with a major record label. A printout of this section of the website is attached as Exhibit 21.

5. When I typed "Gucci Mane" into the website's search engine, I was directed to a page describing the infringing album *No Pad No Pencil*. A printout of this website is attached as Exhibit 22.

6. I also visited Mixtrap's website, www.mixtrap.com. The home page displays numerous album covers. One of those album covers bears the name of one of Atlantic's

recording artists, Plies, under the album title *My World*. A printout of the homepage is attached as Exhibit 23. I searched for the word "Plies" in Mixtrap's website and was directed to a page listing nine albums advertised as containing sound recordings by Plies. A printout of these results is attached as Exhibit 24. I searched for the name "Gucci Mane" in Mixtrap's website and was directed to a page listing no fewer than 18 albums advertised as containing sound recordings by Gucci Mane. A printout of these results is attached as Exhibit 25.

I declare under penalty of perjury that the foregoing is true and correct.

New York, New York

June 4, 2008



Neal Mitchell

Exhibit 1

SLIP 'N SLIDE RECORDS, INC.
STANDARD EXCLUSIVE RECORDING ARTIST AGREEMENT

AGREEMENT dated as of May 26, 2004, by and between Slip 'N Slide Records, Inc. ("Company"), whose address is 919 Fourth Street Miami Beach, FL 33139, and Al Gernod L. Washington p/k/a "Big Gates" ("Artist"), whose address is: 18001 Richmond Pl. Dr., Apt #501, Tampa, FL 33647. 

1. PURPOSE:

(a) It is the purpose of this Agreement to set forth the terms and conditions by which Artist agrees to furnish Artist's exclusive personal services to Company for the purposes of recording and re-recording master recordings ("Masters") embodying Artist's performances at times and places designated by Company and as otherwise set forth herein.

2. TERRITORY:

The territory included in this Agreement shall be the Universe.

3. TERM:

(a) The Term of this Agreement will commence upon the date set forth above and shall consist of a First Contract Period (hereinafter defined) and such additional contract periods ("Option Periods") as set forth below (the First Contract Period and the Option Periods are sometimes collectively referred to as "Contract Periods").

(b) The First Contract Period of the Term will end upon the earlier of (i) twelve (12) months after the commercial release in the United States of the first master recording embodying Artist's performance, or (ii) the date, if any, that Company sends Artist notice that it is exercising its right to extend this Agreement as provided below. Each Option Period will end twelve (12) months after Artist has Delivered to Company the last Master recorded in fulfillment of the Minimum Recording Commitment for that Option Period.

(c) Artist grants Company five (5) separate options to extend the Term of this Agreement ("Option Periods") on the same terms and conditions as apply in the First Contract Period, except as otherwise provided herein. Each Option Period shall commence immediately upon the expiration of the immediately preceding Contract Period and will continue for a period of twelve (12) months following Delivery to Company of the minimum number of Masters required to fulfill the Minimum Recording Commitment (defined below) for such Contract Period. Each option shall be deemed to be automatically exercised unless Company gives Artist written notice to the contrary. Notwithstanding the foregoing, Company may exercise an option to extend this Agreement upon written notice to Artist at any time five (5) months following the date an Album recorded in fulfillment of Artist's then Minimum Recording Commitment has been commercially released in the United States.



Company and under Company's control.

(g) Artist shall obtain and submit to Company on or before the Delivery Due Date all of the necessary licenses, including, without limitation, sample licenses, approvals, consents and permissions required in order for Artist to record the Masters and in order for Company and its licensees to exploit the Masters. Artist must submit such licenses, approvals, consents and permissions in a form approved by Company, if so requested by Company. Company may, in its sole discretion, assist Artist in obtaining such licenses, approvals, consents or permissions; provided, however, such assistance shall not be deemed a waiver of Artist's obligation to timely deliver same;

(h) "Live" recordings shall not be embodied on any Album under this Agreement without the permission of Company. Neither Multiple albums or joint recordings may be recorded as part of Artist's recording commitment without Company's prior written approval.

7. OWNERSHIP OF MASTERS:

Company shall be the sole owner throughout the world of the copyrights in and to the sound recordings embodied on any and all Masters and other Recordings made by Artist hereunder. The Masters, from inception of the recording thereof, and all Phonograph Records and other reproductions made therefrom, together with the performances embodied therein and all copyrights embodied therein and thereto, throughout the Territory, and all renewals and extensions thereof, will be entirely Company's property, free of any claims whatsoever by Artist, or any other person. All recordings made hereunder shall be deemed a "work made for hire" for copyright purposes. In the event it should be determined that any master made hereunder is not a work made for hire, then Artist agrees to assign all of Artist's copyright interest therein for the world to Company. In this regard, Artist hereby grants to Company a special power of attorney to prepare assignments of copyright in favor of Company suitable for recording with the United States Copyright Office. This power of attorney is coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, Company, its designees, licensees and assigns, will have the exclusive and perpetual right throughout the Territory: (a) to manufacture, sell, distribute, and otherwise exploit the Masters and any Phonograph Records derived therefrom, under any names, trademarks, trade names, service marks, or otherwise; (b), to lease, convey, license, use, alter, adapt, or dispose of the Masters in any media or field of use, now known or hereafter developed; (c), to publicly perform Phonograph Records whether in television, radio, audiovisual works, other any other reproductions embodying masters; and (d) to refrain from any of the foregoing in the sole discretion of Company.

8. NAME AND LIKENESS:

(a) Company shall have the exclusive, worldwide, and perpetual right to use and permit others to use Artist's name, likeness and biography in connection with any Masters or other recordings recorded under this Agreement and with respect to any Videos produced hereunder, and for purposes of trade without the payment of any consideration of Artist except as otherwise provided herein (e.g. advances and royalties). Artist will cooperate with Company, at its reasonable request, in making photographs and preparing other materials for use in advertising, marketing,



promoting and publicizing Artist and Masters. Company has the right, but not the obligation, to register Artist's names and marks with the applicable registry throughout the Territory. Any and all costs expended by Company to conduct any trade mark and service mark search, as well as any registration fees incurred by Company to register Artist's name or mark, shall be deemed Artist advances and shall be recoupable from any monies payable to Artist hereunder, or any other agreement between the parties hereto. Artist warrants and represents that he has the right to use the professional name "Big Gates". *[Handwritten signature]*

(b) Company shall exclusively own, approve, and control all materials comprising the artwork in connection with Phonograph Records hereunder, including, without limitation, all copyrights and right to secure copyrights throughout the Territory, and in perpetuity.

(c) Artist will not prepare any artwork for any Recordings hereunder, unless Artist shall first secure the prior written approval of Company, including, without limitation, approval of the budget for such artwork. Any costs incurred by Company in the preparation of artwork shall be deemed an Artist advance and recoupable from any monies payable to Artist hereunder, or any other agreement between Company and Artist.

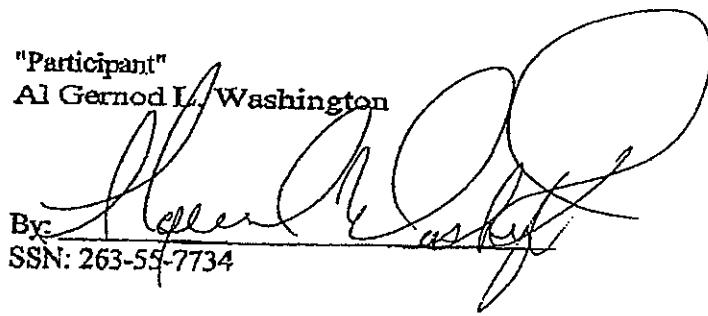


9.1.1 During and following the term of this Agreement, Participant will not grant any rights in any of the Compositions owned by Participant unless: (i) Participant first notifies Company of all of the material terms and conditions of the proposed grant, including but not limited to the identities of all proposed parties to it, and (ii) Participant shall offer to grant the same rights concerned to Company upon the same terms. If Company does not accept Participant's offer within sixty (60) days of its receipt, Participant may then grant the rights concerned to the same parties mentioned in Participant's notice, provided that such grant is consummated within thirty (30) days after the end of that sixty (60) day period upon the same terms and conditions set forth in Participant's notice to Company. If that grant is not consummated within the latter thirty (30) day period, the right of preemption granted to Company in this paragraph will be reinstated automatically and no grant of rights in any of the Compositions shall be made to anyone unless Participant first offers to grant the rights concerned to Company as provided in this paragraph.

9.1.2 Company will not be required, as a condition of accepting any offer made to it pursuant to paragraph 9.1.1, to agree to any terms or conditions which cannot be fulfilled by Company as readily as by any other person (for example, but without limitation, the engagement of a particular recording artist for the production of recordings of any particular Composition).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"Participant"
Al Gernod L. Washington

By: 
SSN: 263-55-7734

First & Gold Music, Inc.
"Company"

By: 
An Authorized Signatory



Exhibit 2

ATLANTIC RECORDING CORPORATION
1290 Avenue of the Americas
New York, NY 10104

As of January 31, 2006

SLIP-N-SLIDE ENTERPRISES, INC. and
SLIP 'N' SLIDE RECORDS, INC.,
919 Fourth Street
Miami Beach, FL 33139
Attn: Ted Lucas

RE: SLIP-N-SLIDE AMENDMENT/ PLIES

Gentlemen:

Please refer to the following agreements: (i) the agreement between Slip-N-Slide Enterprises, Inc. and Slip 'n' Slide Records, Inc. (individually and collectively, "Slip-N-Slide") and Atlantic Recording Corporation ("Atlantic") dated as of February 11, 1999 (as amended, including, without limitation, by that certain amendment dated May 2, 2002 [the "2002 SNS Amendment"], the "SNS Agreement"); (ii) the agreement between Slip-N-Slide and Atlantic dated April 11, 2005 and effective as of February 10, 2004 [the "New Agreement"], which incorporates certain terms and conditions of the SNS Agreement; (iii) the agreement between Slip 'n' Slide Records, Inc. and Al Gernod L. Washington ("Plies") dated as of May 26, 2004, regarding the exclusive recording services of Plies (the "Plies Artist Agreement"); and (iv) the undated letter agreement between Slip 'N' Slide Records, Inc. and Atlantic, signed January 25, 2006, and granting Atlantic a first negotiation and matching right with respect to Plies (the "Letter Agreement"). All terms used but not defined herein shall have the definitions ascribed to them in the New Agreement or the SNS Agreement (including, without limitation, the definitions set forth in the opening paragraph of the 2002 SNS Amendment), as applicable. When signed by Slip-N-Slide and by Atlantic, this agreement shall constitute such parties' agreement to modify the New Agreement.

Simultaneously with Slip-N-Slide's execution of this agreement, Slip-N-Slide sign and shall cause Artist to sign an inducement letter in the form of Exhibit A attached hereto and made a part hereof (the "Exhibit Agreement").

1. The New Agreement is hereby modified by adding the following as paragraph 3(c) and by re-lettering the existing paragraph 3(c) as paragraph 3(d), and by changing all references to the existing paragraph 3(c) to paragraph 3(d):

(c) **Plies:** The term (the "Plies Term") with respect to Plies will be deemed to have commenced as of May 26, 2004, and will continue for an initial period (the "Plies Initial Period") ending one year after the date of Atlantic's initial commercial release in the United States of the album constituting the Plies Recording Commitment for the Plies Initial Period. In addition, Atlantic will have five separate consecutive options to extend the Plies Term for further periods (the "First Plies Option Period," the "Second Plies Option Period," the "Third Plies Option Period," the "Fourth Plies Option Period" and the

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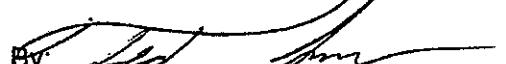
If the foregoing is acceptable, please acknowledge the same by signing in the appropriate places below.

ATLANTIC RECORDING CORPORATION

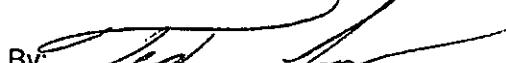
By: 
Senior Vice President, Business & Legal Affairs

ACCEPTED AND AGREED TO:

SLIP-N-SLIDE ENTERPRISES, INC.

By: 
An Authorized Signatory

SLIP 'N' SLIDE RECORDS, INC.

By: 
An Authorized Signatory


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Atlantic Recording Corporation
1290 Avenue of the Americas
New York, New York, 10104

As of January 31, 2006

Al Gernod L. Washington
18001 Richmond Place Drive
Apt. # 501
Tampa, FL 33647

Dear Mr. Washington:

Pursuant to an exclusive recording agreement dated as of May 26, 2004 (the "Artist Agreement") by and between Slip 'N Slide Records, Inc. and Al Gernod L. Washington p/k/a "Pliés" ("Artist"), Company is entitled to Artist's exclusive recording services. Artist has been advised that Slip 'N Slide Records, Inc. and Slip-N-Slide Enterprises, Inc. are entering into an agreement (the "Atlantic Agreement") with Atlantic Recording Corporation ("Atlantic") pursuant to which Company is agreeing, among other things, to furnish Artist's recordings made under the Artist Agreement exclusively to Atlantic. As used in this agreement, "Company" shall be deemed to mean Slip 'N Slide Records, Inc. and Slip-N-Slide Enterprises, Inc., jointly and severally.

In order to induce Atlantic to execute the Atlantic Agreement (it being to Artist's benefit as a recording artist that Atlantic do so) and to pay good and valuable consideration inuring to Artist's benefit under the Atlantic Agreement, Artist hereby agrees as follows:

1. At all times during the term of the Atlantic Agreement (as it may be extended), Company will be authorized to furnish Artist's recordings exclusively to Atlantic. Artist acknowledges that Atlantic will have no obligations to make any payments to Artist in connection with the services rendered by Artist or the fulfillment of Artist's other obligations under the Artist Agreement, and Artist will look solely to Company for the payment of all sums payable to Artist pursuant to the Artist Agreement. Artist hereby ratifies and confirms that the Artist Agreement is in full force and effect, and that Company is not in breach thereof. Nothing set forth in the preceding sentence shall be deemed to derogate from any obligation Company may have to render accounting statements, or any right you may have to audit such statements, pursuant to all of the terms and conditions of the Artist Agreement. (Except as otherwise specifically provided herein, defined terms have the same meaning as in the Artist Agreement).
2. (a) If, during the term of the Atlantic Agreement (as it may be extended), Company fails or refuses to furnish master recordings embodying Artist's performances to Atlantic, Artist, at Atlantic's request, will do all such acts and things directly for Atlantic so as to give Atlantic the same rights, privileges, and benefits as Atlantic would have had if Company had continued to furnish master recordings to Atlantic (including, without limitation, furnishing master recordings previously submitted to Company directly to Atlantic); such rights, privileges, and benefits will be enforceable in Atlantic's behalf against Artist.
(b) If, during the term of the Artist Agreement (as same may be extended) (i) Company ceases to be entitled to Artist's recording services or (ii) Company is in breach of the Artist Agreement or (iii) Company's dissolution, liquidation, or the filing of a petition in bankruptcy or insolvency or for an arrangement or reorganization by, for or against Company shall occur (an event under (i), (ii) or (iii) each being referred to as an "Event"), Artist shall notify Atlantic thereof, and, whether or not Artist sends such notice or Atlantic receives such notice, Atlantic shall have the irrevocable right to require Artist to do all such acts and things so as to give Atlantic the same rights, privileges, and benefits as Atlantic would have had if Atlantic had been a party directly to the Artist Agreement (and as if the Event had not occurred); all such rights, privileges, and benefits will be enforceable in Atlantic's behalf against Artist, notwithstanding any Event, all the terms and conditions contained in the Artist Agreement will be effective as if Company has assigned the Artist Agreement to Atlantic with Artist's consent, subject to paragraph 2(c) below. No

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termination or modification of the Artist Agreement will operate to diminish Artist's obligations to Atlantic hereunder, and no breach of the Artist Agreement by Company will be sufficient cause for Artist to fail to fully perform for Atlantic pursuant to the Artist Agreement and this agreement.

(c) If Atlantic elects to deem the Artist Agreement to have been assigned by Company to Atlantic with Artist's consent pursuant to paragraph 2(b) above, then, as of the date of such election, all references in the Artist Agreement to "Company" shall be deemed references to Atlantic and the Artist Agreement shall be deemed modified on a prospective basis as follows:

(i) Paragraph 3(b) of the Artist Agreement will be deemed deleted and the following substituted in lieu therefor:

The First Contract Period of the Term will end upon the last day of the twelfth complete month following the date of Company's initial commercial release in the United States of the Album constituting the Minimum Recording Commitment for that Contract Period. Each Option Period for which Company has exercised its option shall commence upon the expiration of the immediately preceding Contract Period and shall continue until the last day of the twelfth complete month following the date Artist has Delivered to Company the last Master recorded in fulfillment of the Minimum Recording Commitment for that Contract Period.

(ii) The second and third sentences of paragraph 3(c) of the Artist Agreement will be deemed deleted and the following substituted in lieu therefor: "Each option shall be exercised, if at all, by notice to Artist at any time prior to the date the Term would otherwise expire."

(iii) The following will be deemed added as a new paragraph 3(d):

(d) Notwithstanding anything to the contrary the foregoing, if, as of the date when the then-current Contract Period would otherwise have expired, Company has not exercised its option to extend the Term for a further Contract Period, then: (i) Artist shall immediately send a notice to Company specifically referencing this paragraph 3(d) and stating that Company's option has not yet been exercised (an "Option Warning Notice"); (ii) Company shall be entitled to exercise its option at any time before receiving the Option Warning Notice or within five (5) Business Days thereafter; and (iii) the current Contract Period shall be deemed to have continued until Company exercises its option or until the end of such five (5) Business Day period (whichever shall occur first). (As used herein, the term "Business Day" shall mean any day other than a Saturday, a Sunday, a day on which banks in New York City or Los Angeles are authorized or obligated by law to close or a day on which Company's headquarters is officially closed. Without limiting the generality of the preceding sentence, Artist acknowledges that Company's headquarters are generally officially closed during the period commencing with the last weekday prior to Christmas Eve of any particular calendar year and ending with the first weekday following New Year's Day of the immediately succeeding calendar year.)

(iv) Paragraph 21(f) is deemed amended by deleting the portion of the penultimate sentence beginning with the words "a court order" through the end of that sentence and by substituting in lieu therefor the phrase "pursuant to paragraph 14 above."

(v) The following will be deemed added as a new paragraph 21(l):

(l) Company shall compute Artist's royalties in the same national currency in which Company's licensee pays Company for that sale, and Company shall credit those royalties to Artist's account at the same rate of exchange at which the licensee pays Company (or credits Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company). For purposes of accounting to Artist, Company shall treat any sale outside of the United

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States as a sale made during the same royalty accounting period in which Company receives accounting and payment (or credit to Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company) for that sale from the applicable licensee. If Company cannot collect payment in the United States, Company shall not be required to account to Artist for that sale, except that Company shall, at Artist's request and expense associated therewith, deduct from the monies so blocked, and deposit in a foreign depository, the equivalent in local currency of the royalties which would be payable to Artist on the foreign sales concerned, to the extent such monies are available for that purpose, and only to the extent to which Artist's royalty account is then in a fully-recouped position. All such deposits shall constitute royalty payments to Artist for accounting purposes.

(vi) The following will be deemed added as a new paragraph 21(m):

(m) Company will render statements and pay royalties due Artist under this agreement as of June 30 and December 31 of each year. The statements will be sent to Artist no later than 90 days after the end of the applicable accounting period. Artist will be deemed to have consented to all accountings rendered hereunder, and such accountings will be binding upon Artist and not subject to any objection by Artist for any reason, unless specific objection, in writing, stating the basis thereof, is given to Company within two years after the date the applicable statement is rendered (and, after such written objection, unless suit is instituted within three years after the date the applicable statement is rendered). Artist will have the right at his sole cost and expense to appoint a certified public accountant who is not then currently engaged in an outstanding audit of Company to examine Company's books and records as same pertain to sales of records as to which royalties are payable hereunder, provided that any such examination will be for a reasonable duration, will take place at Company's offices during normal business hours on reasonable prior written notice and will not occur more than once for any statement or in any calendar year. For the avoidance of doubt, following the examination of Company's books and records by a certified public accountant in accordance with the foregoing provisions of this paragraph, Artist shall have the right at his sole cost and expense to appoint an attorney who is not then currently engaged in an outstanding audit of Company to negotiate the terms of the settlement agreement with respect to such examination.

3. All of the terms, conditions and restrictions relating to Artist in the Artist Agreement will be binding upon Artist for the benefit of Atlantic, and regardless of the name(s) by which Artist may be identified in Artist's artistic endeavors. Company's rights, obligations, liabilities, prohibitions and restrictions contained in the Artist Agreement are applicable hereto and incorporated herein by reference.

4. Artist hereby confirms and joins in the granting to Atlantic of the rights specified in the Artist Agreement, including, but not limited to the right to use and publish Artist's names (legal and professional) and likenesses and to write and publish, and permit others to write and publish, articles concerning Artist for advertising and trade purposes in connection with Records embodying Recordings made or otherwise submitted to Company or Atlantic during the term of the Atlantic Agreement, the promotion of Artist and general goodwill or institutional advertising (and purposes collateral to such permitted purposes such as MTV's advertising and promotion). Artist agrees that Artist will not, during the term of the Atlantic Agreement (or any extension or renewal thereof), perform for anyone other than Atlantic for the purpose of making Records, and Artist will not record any Compositions which are recorded under the Artist Agreement for anyone other than Atlantic. Artist makes the same representations and warranties, for the benefit of Atlantic, as Artist made in the Artist Agreement, and agrees to perform all the obligations therein undertaken to be performed as if Atlantic were a party to such Artist Agreement directly. Artist will not modify the Artist Agreement so as to reduce Atlantic's rights without Atlantic's absolute prior written consent.

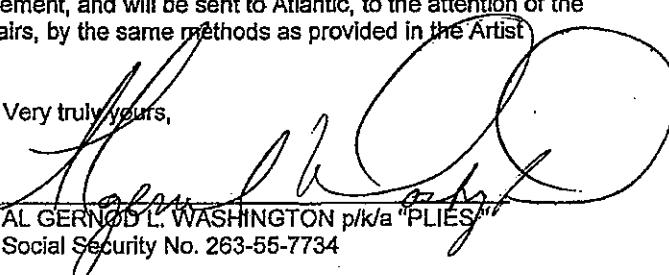


5. Artist is entitled to use the professional name "Plies" and to grant Atlantic the right to use said name as provided in the Artist Agreement and the foregoing paragraph 4, and no other person or entity will have the right to use said name or to permit it to be used in connection with the manufacture, distribution and commercial exploitation of Records embodying Recordings made or submitted to Company or Atlantic during the term of the Atlantic Agreement.

6. Atlantic will be entitled to equitable relief, including injunctive relief, to enforce the provisions of the Artist and Atlantic Agreements and this agreement. Artist irrevocably waives any so-called "moral rights" and like rights in Artist's master recordings.

7. This agreement will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within such State. The New York courts only will have jurisdiction of any controversies regarding this agreement. Any notices hereunder will in writing, served in accordance with the provisions of the Artist Agreement, and will be sent to Atlantic, to the attention of the Senior Vice President of Business and Legal Affairs, by the same methods as provided in the Artist Agreement.

Very truly yours,


AL GERNOD L. WASHINGTON p/k/a "PLIES"
Social Security No. 263-55-7734

AGREED AND ACCEPTED:

ATLANTIC RECORDING CORPORATION

By: 

CONFIRMED:

SLIP-N-SLIDE ENTERPRISES, INC.


SLIP 'N SLIDE RECORDS, INC.

By: 

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Exhibit 3

Agreement made and entered into as of this 17th day of November, 2006 by and between Atlantic Recording Corporation, 1290 Avenue of the Americas, New York, New York 10104 ("Company") and Czar Entertainment, Inc., 11 West 25th Street, Suite 300, New York, NY 10010 ("you").

1A. BIG CAT RELEASE AGREEMENT

(a) This agreement shall be subject to and conditional upon you securing a termination and release agreement (the "Release Agreement") from Big Cat Records, LLC ("Big Cat") in a form acceptable to Company, whereby Big Cat relinquishes any and all rights it may have to the recording services of Radric Davis, professionally known as "Gucci Mane" ("Artist"). The Release Agreement is attached hereto as Exhibit B. In accordance with the foregoing, this agreement will not be effective unless and until the Release Agreement is fully executed.

(b) You shall secure the right from Big Cat for Company to include the Masters embodying Artist's performance of the Compositions entitled "My Chain (Remix)" on the First Album hereunder (or Records released in connection with the First Album), without any fee, royalty or other compensation due to Big Cat.

1. EXCLUSIVE SERVICES

Company hereby engages you to furnish the exclusive service of Artist for the making of Recordings and Records and you hereby accept such engagement and agree to furnish such exclusive services to Company in the Territory during the Initial Period of this agreement and all applicable extensions and renewals (the "Term").

2. TERM

(a) The Term shall commence on the date hereof and shall continue for an initial period (the "Initial Period") ending on the last day of the twelfth complete month following the date of Delivery of the last Master constituting the Recording Commitment for such Initial Period. You hereby irrevocably grant to Company three (3) consecutive separate options to extend the Term for further periods (the "Option Periods"), each upon the same terms and conditions applicable to the Initial Period, except as otherwise specifically set forth herein. Each Option Period for which Company has exercised its option shall commence upon the expiration of the immediately preceding Contract Period and shall continue until the last day of the twelfth complete month following the date of Delivery of the last Master constituting the Recording Commitment for that Option Period. Each option shall be exercised, if at all, by notice to you at any time prior to the date the Term would otherwise expire. As used herein, the term "Contract Period" shall mean the Initial Period or any Option Period of the Term, as such may be suspended or extended as provided herein.

(b) Notwithstanding anything to the contrary contained in paragraph 2(a), if, as of the date when the then-current Contract Period would otherwise have expired, Company has not exercised its option to extend the Term for a further Contract Period, then: (i) you shall immediately send a notice to Company specifically referencing this paragraph 2(b) and stating that Company's option has not yet been exercised (an "Option Warning Notice"); (ii) Company shall be entitled to exercise its option at any time before receiving the Option Warning Notice or within five (5) Business Days thereafter; and (iii) the current Contract Period shall be deemed to have continued until Company exercises its option or until the end of such five (5) Business Day period (whichever shall occur first).

3. RECORDING COMMITMENT AND DELIVERY

(a) (i) During each Contract Period you shall Deliver a sufficient number of Masters to constitute the required number of Albums specified in the following schedule (the "Recording Commitment"): 

5. **GRANT OF RIGHTS**

(a) All Recordings embodying the performances of Artist recorded during the Term or submitted hereunder from the inception of the recording thereof, and all reproductions derived therefrom, together with the performances embodied thereon (but excluding the copyright in the underlying Compositions embodied thereon), shall be the property of Company in perpetuity for the Territory free from any claims whatsoever by you, Artist or any other Person. Company shall have the exclusive right throughout the Territory to copyright those Recordings in Company's name as the author and owner of

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them and to secure any and all renewals and extensions of copyright throughout the Territory. Each of those Recordings shall be considered a "work made for hire" for Company; if for any reason any one (1) or more of those Recordings is determined not to be a "work made for hire," then you and Artist hereby irrevocably grant, transfer, convey and assign to Company the entirety of the rights, titles and interests throughout the Territory in and to all of those Recordings, including the copyright, any and all renewals and extensions of copyright, and the right to secure copyright registrations therefor (but excluding the copyright in the underlying Compositions embodied thereon). You and Artist hereby irrevocably and unconditionally waive any and all so-called droit moral and like rights that you and Artist have in the Recordings and in the performances embodied thereon and hereby agree not to make any claim against Company or any Person authorized by Company to exploit those Recordings based on such moral or like rights. Without limiting the foregoing, Company and all Persons authorized by Company shall have the exclusive and unlimited rights to own, control and exploit Artist's services as a recording artist during the Term and to all the results and proceeds of such services. You agree to execute and deliver to Company, and to cause each Person rendering services in connection with such Recordings to execute and deliver to Company: (i) all documents required to apply for and obtain, and on obtaining same (if applicable), to assign to Company, all copyrights and renewals and extensions thereof with respect to such Recordings, including written assignments to Company (in a form satisfactory to Company) of all sound recording copyright rights (including renewal and extension rights) such Person may have; and/or (ii) such other instruments as Company deems necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. You and Artist hereby irrevocably grant to Company a power of attorney, as your agent and attorney-in-fact, to execute such documents and instruments in your name, and the name of Artist and/or all other Persons rendering services in connection with such Recordings and to dispose of such documents and instruments, which power of attorney may only be exercised if you or Artist fail to execute and deliver to Company any document which Company may reasonably submit to you or Artist for execution within seven (7) Business Days after such document is submitted to you or Artist. Upon your written request, Company will furnish you with a copy of any such documents and instruments signed in your or Artist's name, provided that Company's inadvertent, non-repetitive failure to do so shall not constitute a breach of this agreement nor shall it impair Company's rights to the Recordings hereunder. You acknowledge that Company's agency and power are coupled with an interest. As between Company and you and Artist, Company shall be the owner in perpetuity for the Territory of all Artwork.

(b) Company and each Person authorized by Company shall have the perpetual right, without cost or any other liability to you or any other Person, to use and to authorize other Persons to use the names (including any professional names heretofore or hereafter adopted), and any likenesses, whether or not current (including photographs, portraits, caricatures and stills from any Artwork or Videos made hereunder), autographs (including facsimile signatures) and biographical material of or relating to Artist, to any producer and to any other Person performing services in connection with Recordings hereunder, on and in the packaging of Records, and for purposes of advertising, promotion and trade and in connection with the marketing and exploitation of such Recordings and Records and general goodwill advertising, without payment of additional compensation to you, Artist or any other Person.

(c) Company shall have the exclusive right throughout the Territory during the Web Site Term, free from any claims whatsoever by you, Artist or any other Person: (i) to establish and maintain a site (the "Company-Artist Site," which term shall include the content of such site) on the Internet having the address (i.e., Uniform Resource Locator, or "URL") "guccimane.com" or any similar designation based on or containing Artist's professional name as you and Company shall mutually approve; provided that, you shall be obligated to approve at least one URL which is available and which contains Artist's professional name (the "Artist URL") and to utilize Artist's professional name in connection with such Artist URL; (ii) to couple the Artist URL with any such other appropriate suffixes (e.g., top-level domains such as .com, .net, .co.uk, etc.), which Company determines in its sole discretion are necessary or desirable and to register the Artist URL and any such suffixes in Company's name in any and all territories with the appropriate entities and to secure any and all renewals and extensions thereof on your behalf, it being understood that you and Artist hereby appoint Company as your attorney-in-fact for such



15. **WARRANTIES AND REPRESENTATIONS; INDEMNITIES**

(a) You warrant, represent and agree that:

(i) You and Artist have the right and legal capacity to enter into, execute and implement this agreement, and you and Artist are not subject to any prior obligations or agreements, whether as a party or otherwise, which would restrict or interfere in any way with the full and prompt performance of your obligations hereunder. You and Artist shall fulfill all of your obligations under this agreement in a timely manner;

(ii) No Person other than Company has any right to use, and during the Term no Person other than Company shall be authorized to use, any existing unreleased Recordings embodying Artist's performances for making, promoting or marketing Records;

(iii) Company shall not be required to make any payments of any nature for or in connection with the acquisition, exercise or exploitation of any of Company's rights hereunder, except as otherwise specifically set forth in this agreement;

(iv) The Materials or any use thereof shall not violate any law or infringe upon or violate the rights of any Person (including contractual rights, copyrights, rights of publicity and rights of privacy); and each track-by-track list identifying the performers on and timings of (and titles, writers and publishers of each Composition embodied on) each Master hereunder and describing their performances which you furnish to Company is and shall be true, accurate and complete. **"Materials"** as used in this paragraph 15(a)(iv) means: Recordings hereunder (including any Samples embodied therein); all

Compositions; each name used by Artist, individually or as a group, in connection with Recordings hereunder; all photographs and likenesses of Artist; and all other musical, dramatic, artistic and literary materials, ideas and other intellectual properties contained in or used in connection with any Recordings hereunder or their packaging, sale, distribution, advertising, publicizing or other exploitation. Company's acceptance and/or utilization of Recordings, Materials or track-by-track lists hereunder shall not constitute a waiver of your representations, warranties or agreements in respect thereof or a waiver of any of Company's rights or remedies;

(v) No changes in the personnel comprising Artist will be made without Company's prior written consent. Neither you nor Artist shall, during the Term, assign or otherwise permit Artist's professional name set forth on Page 1 (the "Artist Name"), or any other professional name(s) utilized by Artist, to be used by any other individual or group of individuals without Company's prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. You hereby warrant and represent that: (A) Artist is and shall be the sole owner of the Artist Name and all other professional names used by Artist in connection with Recordings hereunder; (B) no Person other than Company has, or shall have, the right to use such names and Artist's likenesses or to permit such names and Artist's likenesses to be used in connection with Records or Recordings at any time during the Term; (C) you and Artist have the authority to and hereby grant Company the exclusive right to use such names in the Territory in accordance with all of the terms and conditions of this agreement; and (D) you will not permit Artist to use (and Artist shall not use) any professional name other than the Artist Name during the Term without Company's prior written consent, which may be withheld for any reason. If any Person challenges Artist's right to use a professional name (including the Artist Name) or if Company determines in its reasonable good faith discretion that any such professional name (including the Artist Name) is not available for use by Company hereunder in any portion of the Territory or that its availability in any portion of the Territory is in question, then you and Artist shall, at Company's request, promptly designate another professional name to be used by Artist, such other professional name to be subject to Company's prior written consent; upon Company's written consent of any such professional name, such name shall be deemed to be the Artist Name for purposes of this agreement. Notwithstanding anything to the contrary contained in this paragraph 15(a)(v), Company's failure to object to Artist's use of any professional name (including the Artist Name) or Company's approval of Artist's use of any such name, shall not constitute a waiver by Company of any of your or Artist's warranties and representations hereunder;

(vi) During the Term, Artist shall not perform for, and neither you nor Artist shall authorize or knowingly permit Artist's performances to be recorded and/or transmitted by, any Person for any purpose, without an express written agreement with such Person for Company's benefit that: (A) prohibits the use of such performance and/or Recording for: (I) making, promoting, or marketing Recordings or Records (provided that this paragraph 15(a)(vi)(A) shall not preclude Artist from performing for analog television broadcasts and no rights are granted with respect to such performances other than analog television broadcast rights); (II) digital broadcasts or other transmissions, distributions or other communications now or hereafter known, including webcasts; and (III) any form of transmission or broadcast of Recordings by any means which permits the consumer to access the Recording concerned (whether in isolation or with other Recordings) on demand or via repetitive broadcast enabling the consumer to choose the approximate time at which to access the Recording concerned, including television broadcast, cable transmission and/or transmission via the Internet; and (B) specifically provides that, if a Recording is made of Artist's performance, such Recording is made for the benefit, and is the exclusive property, of Company. You shall furnish Company with a fully-executed copy of each such agreement promptly following the execution thereof. Notwithstanding the foregoing, Artist shall have the right to perform as an actor in motion pictures or other visual media, the contents of which are dramatic and non-musical or non-dramatic and non-musical in nature;

(vii) (A) Artist shall not perform or render any services and neither you nor Artist shall authorize the use of Artist's name, likeness or other identification for the purpose of distributing, selling, advertising or exploiting Records for any Person other than Company during the Term in the



Territory. Notwithstanding the immediately preceding sentence, it is understood and agreed that Big Cat shall be entitled to use Artist's name, likeness or other identification for the purpose of distributing, selling, advertising or exploiting those Records that were recorded for Big Cat prior to the date of this agreement.

(d) Company may assign this agreement to: (i) any parent, subsidiary, sister corporation, joint venture partner or affiliate thereof, or other affiliate of Company; (ii) a Person acquiring all or substantially all of the Record-related assets of Company; or (iii) an entity merged into or consolidated with Company. The foregoing shall not prohibit or in any way restrict Company from assigning or licensing any of its rights hereunder in the ordinary course of business. This agreement is personal to you and Artist, and neither you nor Artist shall have the right to assign this agreement or any of your or Artist's rights or obligations hereunder; provided that, you may assign your rights under this agreement to a corporation, all of whose capital stock is owned solely by you or Artist, provided: (A) you have delivered to Company an instrument signed by you and Artist and any other required Person satisfactory to Company in its sole discretion effecting the assignment and the assignee's assumption of your obligations, and Company has executed that instrument to evidence Company's approval of it; (B) no such assignment relieves you or Artist of your or Artist's obligations under this agreement; and (C) such assignee agrees that any further assignment is subject to the same conditions as set forth in this paragraph.

(e) **THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN.** You agree to submit yourself to the jurisdiction of the federal or state courts located in New York City in any action which may arise out of this agreement and such courts shall have exclusive jurisdiction over all disputes between Company and you or Artist pertaining to this agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of New York arising out of any claim, dispute or disagreement under this agreement may, among other methods, be served upon you by delivering or mailing the same, via registered or certified mail, addressed to you at the address provided herein for notices to you; any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York. Nothing contained in this paragraph shall preclude Company from joining you or Artist in an action brought by another Person against Company in any jurisdiction, although Company's failure to join you or Artist in any such action in one instance shall not constitute a waiver of any of Company's rights with respect thereto or with respect to any subsequent action brought by a third party against Company. Nothing contained herein shall constitute a waiver of any other remedies available to Company.

(f) This agreement shall not become effective until executed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

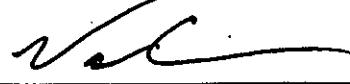
Executed this ____ day of November, 2006.

ATLANTIC RECORDING CORPORATION

By: 



CZAR ENTERTAINMENT, INC.

By: 

An Authorized Signatory

Wendy Coleman
(please print name)

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EXHIBIT A

Artist Inducement Letter to the Agreement dated as of November 17, 2006
between Atlantic Recording Corporation and Czar Entertainment, Inc.

Atlantic Recording Corporation
1290 Avenue of the Americas
New York, New York 10104

Gentlepersons:

Reference is made to the agreement between So Icye Entertainment, Inc. ("So Icye") and Czar Entertainment, Inc. ("Productions") relating to my exclusive services as a recording artist ("Artist Agreement"). Reference is further made to the agreement between you and Productions dated November 17, 2006 relating to my exclusive services as a recording artist (the "Recording Agreement"). Capitalized terms herein which are used but not otherwise defined herein shall have the meanings ascribed to them in the Recording Agreement. In order to induce you to execute the Recording Agreement (it being to my benefit as a recording artist that you execute same) and to pay good and valuable consideration inuring to my benefit under the Recording Agreement, I, on behalf of myself and So Icye, hereby agree as follows:

1. I warrant and represent that: (a) I have read this Artist Inducement Letter ("this agreement"), the Artist Agreement and the Recording Agreement carefully. Prior to my execution of this agreement and the Artist Agreement and prior to execution by you and Productions of the Recording Agreement, I have had the opportunity to consult independent counsel of my own choice for the purpose of having the legal effect of each of the provisions contained in this agreement, the Artist Agreement and the Recording Agreement explained to me, and I have either so consulted such independent counsel or knowingly and voluntarily waived my right to do so; (b) I understand that this agreement and the Artist Agreement are legally binding documents and that I am bound by the provisions contained in this agreement and the Artist Agreement; and (c) I assent to the execution of the Recording Agreement, agree to be bound by all grants, restrictions, and other provisions of the Recording Agreement relating to me and affirm all warranties and representations in the Recording Agreement which relate to me including those in paragraph 15(a) of the Recording Agreement.

2. (a) I hereby guarantee, absolutely and unconditionally, the full performance by Productions of all of the obligations of Productions in the Recording Agreement relating to my services and in and to the results and proceeds of my services and I agree to perform for your benefit all of the obligations relating to my services which were granted by Productions to you in the Recording Agreement and/or were granted by me to Productions in the Artist Agreement. I further grant to you all of the rights and remedies relating to my services and in and to the results and proceeds of my services which were granted by Productions to you in the Recording Agreement and/or were granted by me to Productions in the Artist Agreement and you shall have the right, in addition to any other remedies available to you at law or in equity or by reason of this agreement, the Artist Agreement and/or the Recording Agreement, to specifically enforce the provisions of the Recording Agreement and/or Artist Agreement against me directly.

(b) Subject to the terms, conditions and restrictions of the Recording Agreement, I shall exclusively render my services for you and/or you and Productions in connection with the production, recording and making of Recordings and I shall not render my services or otherwise perform in any capacity whatsoever for any Person other than you and/or you and Productions for the purpose of producing, recording and making Recordings.



(c) Without limiting any of the rights granted by Productions in the Recording Agreement, all Recordings embodying my performances recorded during the Term or submitted by me or Productions under the Recording Agreement from the inception of the recording thereof, and all reproductions derived therefrom, together with the performances embodied thereon, shall be your property in perpetuity for the Territory free from any claims whatsoever by me, Productions or any other Person. You shall have the exclusive right throughout the Territory to copyright those Recordings under the Recording Agreement in your name as the author and owner of them and to secure any and all renewals and extensions of copyright throughout the Territory. Each of those Recordings shall be considered a "work made for hire" for you; if for any reason any one (1) or more of those Recordings is determined not to be a "work made for hire," then I and Productions hereby irrevocably grant, transfer, convey and assign to you the entirety of the rights, titles and interests throughout the Territory, including the copyright, any and all renewals and extensions of copyright, and the right to secure copyright registrations therefor, in and to all of those Recordings. I and Productions hereby irrevocably and unconditionally waive any and all so-called droit moral and like rights that I or Productions have in the Recordings and in the performances embodied thereon and hereby agree not to make any claim against you or any Person authorized by you to exploit those Recordings based on such moral or like rights. Without limiting the foregoing and subject to the terms and conditions of the Recording Agreement, you and all Persons authorized by you shall have the exclusive and unlimited rights to own, control and exploit my services as a recording artist during the Term and to all the results and proceeds of such services. I agree to execute and deliver to you, and to cause each Person rendering services in connection with such Recordings to execute and deliver to you: (i) all documents required to apply for and obtain, and on obtaining same (if applicable), to assign to you, all copyrights and renewals and extensions thereof with respect to such Recordings, including written assignments to you (in a form satisfactory to you) of all sound recording copyright rights (including renewal and extension rights) such Person may have; and/or (ii) such other instruments as you deem necessary to effectuate and/or record ownership of rights hereunder with the U.S. Copyright Office or elsewhere. I hereby irrevocably grant to you a power of attorney, as my agent and attorney-in-fact, to execute the aforementioned instruments in my name, and in the name of Productions and/or all other Persons rendering services in connection with such Recordings and to dispose of such instruments, which power of attorney may only be exercised if I or Productions fail to execute and deliver to you any document which you may reasonably submit to me or Productions for execution. I acknowledge that your agency and power are coupled with an interest.

(d) You and any Person authorized by you shall have the perpetual right, without cost or any other liability to you or any other Person, to use and to authorize other Persons to use the names (including any professional names heretofore or hereafter adopted), and any likenesses, whether or not current (including photographs, portraits, caricatures and stills from any Artwork or Videos made under the Recording Agreement), autographs (including facsimile signatures) and biographical material of or relating to me, to any producer and to any other Person performing services in connection with Recordings under the Recording Agreement, on and in the packaging of Records, and for purposes of advertising, promotion and trade and in connection with the marketing and exploitation of Recordings and general goodwill advertising, without payment of additional compensation to me, Productions or any other Person.

(e) I shall not, during the Term, assign or otherwise permit my professional name (the "Artist Name"), or any other professional name(s) utilized by me, to be used by any other individual or group of individuals without your prior written consent, and any attempt to do so shall be null and void and shall convey no right or title. I hereby warrant and represent that: (i) I am and shall be the sole owner of the Artist Name and all other professional names used by me in connection with Recordings under the Recording Agreement; (ii) no Person other than you has, or shall have, the right to use such names and my likenesses or to permit such names and my likenesses to be used in connection with Records or Recordings at any time during the Term; (iii) Productions has the authority to grant you the exclusive right to use such names in the Territory in accordance with all of the terms and conditions of the Recording Agreement and you shall have the exclusive right to use such names as set forth in the Recording Agreement; and (iv) I will not use any professional name other than the Artist Name during the Term



without your prior written consent, which may be withheld for any reason. If any Person challenges my right to use a professional name (including the Artist Name), or if you determine in your reasonable good faith discretion that any such professional name (including the Artist Name) is not available for use by you hereunder in any portion of the Territory or that its availability in any portion of the Territory is in question, then I shall, at your request, promptly designate another professional name to be used by me, such other professional name to be subject to your prior written consent; upon your written consent to any such professional name, such name shall be deemed to be the Artist Name for purposes of this agreement and the Recording Agreement.

3. If: (a) Productions fails or refuses to perform its obligations to you pursuant to the Recording Agreement for any reason or Productions ceases to be entitled to my services for any reason; (b) I fail or refuse to perform my obligations to Productions pursuant to the Artist Agreement for any reason; (c) any dispute arises between me and Productions with respect to Productions' entitlement to my services pursuant to the Artist Agreement or my willingness to perform for Productions pursuant to the Artist Agreement; (d) any party asserts, claims or otherwise takes the position that the Recording Agreement and/or Artist Agreement is terminated, rescinded, void, voidable or invalid in any way; or (e) Productions dissolves, otherwise ceases to exist, is liquidated or files a petition for relief or similar petition under Title 11 of the United States Code, state law or other operative statute (collectively, the "Bankruptcy Code") or an order for relief is entered in respect of any such petition filed against Productions under the Bankruptcy Code or if Productions consents, acquiesces or takes any action in support of such a petition, I shall fully comply with and perform under this agreement and, in addition, you shall have the right, but not the obligation, at your sole election (to which I irrevocably consent), to require that I render my services directly to you, pursuant to the terms and conditions of the Recording Agreement subject to the following: (i) if any of the monies (e.g., recording costs, advances, etc.) payable to me or on my behalf by Productions pursuant to the Artist Agreement (the "Artist Agreement Advances") are less than the corresponding monies (e.g., Recording Costs, Advances, etc.) payable to Productions pursuant to the Recording Agreement (the "Recording Agreement Advances"), the lower Artist Agreement Advances shall be deemed substituted for the Recording Agreement Advances in the Recording Agreement; and (ii) if royalties payable to me or on my behalf (or, with respect to mechanical royalties, to or on behalf of me or my publishing designee) by Productions pursuant to the Artist Agreement (the "Artist Agreement Royalties") are less than the corresponding royalties payable to or on behalf of Productions (or, with respect to mechanical royalties, to or on behalf of Productions' or my publishing designee) pursuant to the Recording Agreement (the "Recording Agreement Royalties"), the lower Artist Agreement Royalties shall be deemed substituted for the Recording Agreement Royalties in the Recording Agreement. You agree that if the Artist Agreement Advances and/or the Artist Agreement Royalties are substituted in the Recording Agreement pursuant to the immediately preceding sentence and Productions' royalty account is in an unrecouped position as of the date you exercise your right pursuant to this paragraph 3 to require that I render my services directly to you, such unrecouped balance as it applies to me shall be reduced by twenty-five percent (25%). If you exercise your right pursuant to this paragraph 3 to require that I render my services directly to you, I agree that: (A) I shall render my services directly to you, as if I were substituted for Productions as a party to the Recording Agreement as modified pursuant to this paragraph 3; (B) I shall be deemed to have entered into the Recording Agreement with you as of the effective date of the Recording Agreement on all of the terms and conditions of the Recording Agreement as modified pursuant to this paragraph 3; and (C) the terms of the Recording Agreement shall be fully enforceable against me notwithstanding the occurrence of any of the events specified in paragraphs 3(a) through (e) herein. Upon the occurrence of any of the events listed in paragraph 3(e) herein, within ten (10) days thereof, I shall file or cause to be filed a motion to compel Productions' assumption or rejection of the Artist Agreement as provided for in the Bankruptcy Code, state law or other operative statute. Furthermore, I shall provide my support, in writing or as otherwise requested by you, to compel the assumption or rejection of the Recording Agreement.

4. In the event of an actual or alleged default or breach by Productions in performing any of its obligations under the Artist Agreement, I shall send Productions specific notice by registered or certified mail, return receipt requested, of the nature of such actual or alleged default or breach and,



simultaneously therewith, duplicate notices, in the same manner, to you at 1290 Avenue of the Americas, New York, NY 10104, Attention: Senior Vice President, Business & Legal Affairs.

5. With the exception of any monies due to me as a result of any exercise of your rights pursuant to paragraph 3 herein, I agree that I shall look solely to Productions for the payment of all monies payable to me by reason of rendering my services in accordance with the Artist Agreement and the Recording Agreement, that you shall have no responsibility to me therefor whatsoever, and that I shall not assert any claim in this regard against you or attempt to prevent the manufacture, sale, distribution or exploitation of Records or other derivatives manufactured from Masters or other Recordings subject to the Recording Agreement.

6. I expressly acknowledge that my services as a recording artist are of a special, unique intellectual and extraordinary character which gives them peculiar value, and that in the event of a breach or threatened breach by me of any term, condition, representation, warranty, agreement or covenant of this agreement, the Artist Agreement or the terms of the Recording Agreement applicable to me, you shall be caused immediate irreparable injury, including loss of goodwill and harm to reputation, which cannot be adequately compensated in monetary damages. Accordingly, in the event of any such breach, actual or threatened, you shall have, in addition to any other legal remedies, the right to injunctive or other equitable relief. I may not assign this agreement or the Recording Agreement or the Artist Agreement, or assign or delegate any rights, privileges or obligations hereunder or under the Recording Agreement or the Artist Agreement, in whole or in part (other than as expressly permitted under paragraph 24(d) of the Recording Agreement), without your prior written consent. Any actual or attempted assignment of this agreement, the Recording Agreement and/or the Artist Agreement or any interest in any such agreement by me in violation of this paragraph shall be null, void and of no effect.

7. I warrant and represent that I am a United States citizen and am eighteen (18) years of age or older, that I have the right and power to enter into this agreement and to fully perform for you pursuant to this agreement, the Artist Agreement and those provisions of the Recording Agreement relating to me, that I have the right to grant you all of the rights granted in the Artist Agreement, in this agreement and those provisions of the Recording Agreement relating to me, and that none of this agreement, the Artist Agreement or those provisions of the Recording Agreement relating to me or any performance of mine thereunder shall be in violation of the rights of any other Person. I acknowledge that you would not have entered into the Recording Agreement without my execution of this agreement and, therefore, I warrant, represent and agree that I have not entered into (nor will enter into) any contract or commitment in conflict with any of the provisions of this agreement, the Artist Agreement or the Recording Agreement or that might interfere with or impair your rights under this agreement or the Recording Agreement. This agreement cannot be amended, modified, waived or canceled, in whole or in part, except by a written instrument signed by an authorized officer on your behalf. Any provision of this agreement which imposes an obligation following the termination or expiration of this agreement shall survive such termination or expiration and shall continue to be binding upon the parties to this agreement. Each and every provision of this agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise unenforceable, that shall not impair the operation or effect of any other portion of this agreement, and this agreement shall be deemed modified, but only to the extent necessary to make the provision enforceable. This agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. Neither the expiration nor any other termination of this agreement, the Recording Agreement or the Artist Agreement shall affect your ownership of the results, proceeds and products of the services rendered by me under this agreement, the Artist Agreement or the Recording Agreement or alter any of your rights or privileges and/or any warranty or undertaking on my part in connection with such results, proceeds and products. No delay on your part in exercising any right or remedy in connection with this agreement shall constitute a waiver of your rights against me; the failure by you to give notice or demand to me in connection with either any of your rights or remedies under this agreement or any failure by me to comply with my obligations under this agreement shall not be deemed a waiver of my obligations or of your right to take further action without notice or demand to me. No



failure by you to keep or perform any term, covenant or condition of this agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term, covenant or condition of this agreement, nor constitute a waiver of the term, covenant or condition itself. No failure by you to exercise any of your rights granted by this agreement shall operate as waiver of those rights or any other rights or remedies. Your exercise of any of your rights and remedies under this agreement is not conditioned upon your pursuit of any remedy you may have against Productions or any other Person. The parties hereto acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of this agreement and have contributed to its revision; (b) the rule of construction that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this agreement; and (c) the terms and provisions of this agreement shall be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this agreement.

8. I shall and do hereby indemnify, save and hold you, your parents, affiliates, divisions, successors, licensees and assigns and the officers, directors and employees of any of the foregoing (collectively, the **"Indemnitees"**) harmless from any and all loss, damage and liability (including court costs and reasonable attorneys' fees) arising out of, connected with or as a result of: (a) any act or omission by Productions or me (or any of our respective agents); or (b) any inconsistency with, failure of, or breach or threatened breach by me of any warranty, representation, agreement, undertaking or covenant contained herein or in the Artist Agreement or the Recording Agreement insofar as such provisions apply to me. My liability under the aforesaid assent and agreement to be bound, guarantee and indemnify is direct and immediate and not conditioned or contingent upon the pursuit by the Indemnitees of any remedy you or they may have against me and/or Productions.

9. You shall have the right to secure insurance with respect to me for your own benefit. In this connection, I agree to make myself reasonably available for physical examinations by a physician as and when reasonably requested to do so and to complete such questionnaires and other documents which you or any insurance carrier may from time to time require in connection with securing and maintaining such insurance.

10. To the extent any provision of this agreement conflicts in any way with any provision of the Artist Agreement, the provisions of this agreement shall be controlling.

11. **THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN.** I agree to submit to the sole and exclusive jurisdiction of the federal or state courts located in New York City in any action which may arise out of this agreement and all matters related thereto and such courts shall have exclusive jurisdiction over all disputes between you and Productions and/or me pertaining to this agreement and all matters related thereto. In this regard, any process in any action or proceeding commenced in the courts of the State of New York arising out of any claim, dispute or disagreement under this agreement and all matters related thereto may, among other methods, be served upon me by delivering or mailing the same, via registered or certified mail, addressed to me at the following address:

To: Radric Davis & So Icye

c/o Doug Davis, Esq.
The Davis Firm, PLLP
7 West 22nd Street, 4th Floor
New York, NY 10010

Any such delivery or mail service shall be deemed to have the same force and effect as personal service upon me within the State of New York. Nothing contained in this paragraph 11 shall constitute a waiver of any other remedies available to you or preclude you from joining Productions or me in an action brought

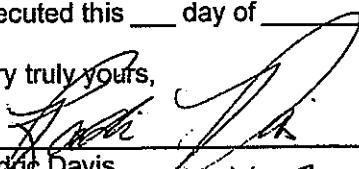


by another Person against you in any jurisdiction, although your failure to join Productions or me in any such action in one instance shall not constitute a waiver of any of your rights with respect thereto, or with respect to any subsequent action brought by another Person against you.

If the foregoing is in accordance with your understanding, please sign below.

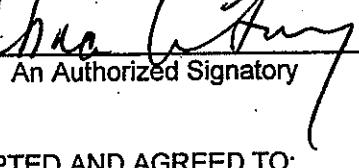
Executed this ____ day of _____, 2006.

Very truly yours,


Radi Davis
Social Security #: 417-08-8892

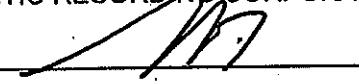
p/k/a "Gucci Mane"


SO ICEY ENTERTAINMENT, INC.

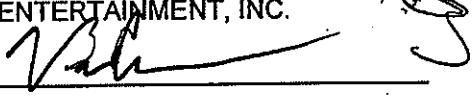
By: 
An Authorized Signatory

ACCEPTED AND AGREED TO:

ATLANTIC RECORDING CORPORATION

By: 

CZAR ENTERTAINMENT, INC.

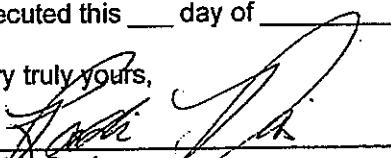
By: 

by another Person against you in any jurisdiction, although your failure to join Productions or me in any such action in one instance shall not constitute a waiver of any of your rights with respect thereto, or with respect to any subsequent action brought by another Person against you.

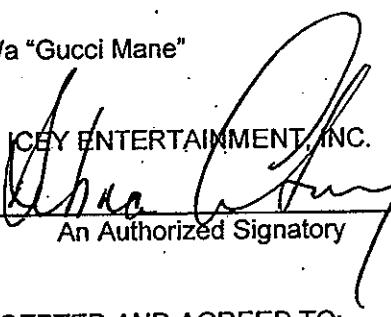
If the foregoing is in accordance with your understanding, please sign below.

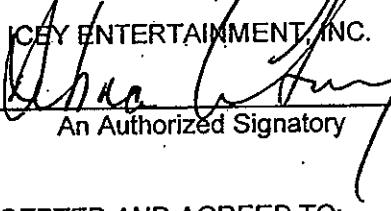
Executed this ____ day of _____, 2006.

Very truly yours,


Radric Davis
Social Security #: 417-08-8892

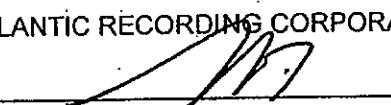
p/k/a "Gucci Mane"


SO ICEDY ENTERTAINMENT, INC.

By: 
An Authorized Signatory

ACCEPTED AND AGREED TO:

ATLANTIC RECORDING CORPORATION

By: 

CZAR ENTERTAINMENT, INC.

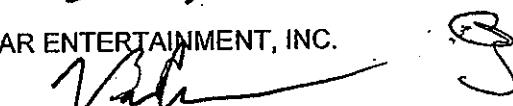
By: 

Exhibit 4

From: Scott, Margo
Sent: Wednesday, March 26, 2008 2:02 PM
To: 'wallace collins'
Cc: Robinson, Mark; 'rjoseph@rjml.net'; Kushner, Michael
Subject: RE: track clearance?

Atlantic has exclusive recording agreements or exclusive license agreements with respect to all of the artists described in the below track listing other than (i) Lil Boosie, whose recordings are exclusively controlled by our affiliated company Asylum, and (ii) J. Holiday. Accordingly, your client may not release or otherwise exploit this mixtape or any of the recordings embodied thereon without Atlantic's prior written consent, and Atlantic will aggressively pursue any release or other exploitation in contravention of its rights.

I'm copying Mark Robinson (for Asylum) and Rick Joseph (for Slip-N-Slide Records, the licensor of Plies's recordings) so that they are aware of the below, and am naturally reserving all rights.

From: wallace collins [mailto:wallace10019@yahoo.com]
Sent: Wednesday, March 26, 2008 11:36 AM
To: Scott, Margo
Subject: track clearance?

Margo

Greetings - hope all is well!

A client of mine, Aqua Interests, has asked that I run a list of tracks for its next mixtape by each of the "majors" to make sure that its Replicheck reading on these tracks is correct, and that they are not claimed by anyone.

Disc 1-Track List

1. They Know (Remix) – Feat Plies (1:10)
2. Me Love Remix – Feat Plies (3:24)
3. Bed Remix – Feat Plies Feat. J. Holiday (4:02)
4. Stop Hidin – Feat Plies Feat. T.I. (1:35)
5. In Love With Money - Feat Plies (3:00)
6. Get You Wet - Feat Plies Feat. Pleasure (3:31)
7. Where He At - Feat Plies (3:57)
8. Committed To Being A Real Nigga - Feat Plies (3:29)
9. Chopper Zone - Feat Plies Feat. Lil Boosie (3:23)
10. Rob Yo Pussy Ass - Feat Plies (2:58)
11. Take Off - Feat Plies (3:19)
12. Most Anticipated - Feat Plies (3:27)
13. Duck Down - Feat Plies (1:29)
14. Shawty Remix - Feat Plies Feat. Pleasure and Trey Songz (4:06)
15. Tuck Ya Ice - Feat Plies (1:39)

Let me know if any of these have any connection to Atlantic - or call me to discuss at 212-245-7300

Regards

WC

Wallace Collins, Esq.
T: 212-245-7300

www.wallacecollins.com

Exhibit 5

ATLANTIC

March 28, 2008

BY FACSIMILE AND CERTIFIED MAIL R.R.R.

Wallace Collins, Esq.
Serling, Rooks & Ferrara
254 West 54th Street,
14th Floor
New York, NY 10019

RE: **AQUA INTEREST MIXTAPE**

Dear Wallace:

You have advised us that your client, Aqua Interest ("Aqua"), is contemplating the release and distribution of an album (the "Album") embodying various recordings (the "Recordings") performed by various recording artists, including the artists professionally known as Plies, T.I., Pleasure and Trey Songz (the "Artists"). Please be advised that each of the Artists is the subject of an exclusive recording or licensing agreement (each, an "Agreement") with Atlantic Recording Corporation ("Atlantic"), pursuant to which Atlantic owns or is the exclusive licensee of all audio recordings made during the term thereof.

This letter will place Aqua on formal notice that Atlantic has not consented to or otherwise authorized Aqua's exploitation of the Recordings on the Album or otherwise. Accordingly, if Aqua were to exploit the Recordings, such exploitation would interfere with the Agreements and violate Atlantic's rights under the Copyright Act and other laws, entitling Atlantic to significant damages, attorneys' fees and costs against Aqua.

Nothing contained herein or omitted herefrom shall expressly or impliedly constitute a waiver of any of Atlantic's rights, claims or remedies, all of which are hereby expressly reserved.

Please excuse the required formality of this letter.

Very truly yours,

~~Lynn Gonzalez
Associate Director
Business & Legal Affairs~~

cc: Michael Kushner, Margo Scott

Exhibit 6

~~ATLANTIC~~

April 24, 2008

BY FACSIMILE (281-348-0848) & CERTIFIED MAIL RRR

Mr. Harald Blakeslee
Managing Director
BCD Music Group, Inc.
1621 Lakeville Drive
Kingwood, TX 77339

Re: **PLIES MIXTAPE/ CEASE AND DESIST**

Dear Mr. Blakeslee:

Atlantic Recording Corporation ("Atlantic") has learned that BCD Music Group, Inc. ("BCD") is distributing and otherwise exploiting an album titled "Real Definitions" (the "Album") which includes the following master recordings: "They Know (Remix)", "Me Love (Remix)", "Bed (Remix)", "Stop Hidin'", "In Love With Money", "Get You Wet", "Where He At", "Committed to Being a Real Nigga", "Chopper Zone", "Rob Yo P***y A's", "Take Off", "Most Anticipated", "Duck Down", "Shawty Remix" and "Tuck Ya Ice" (the "Unauthorized Masters"), all of which feature the performances of Al Gernod L. Washington p/k/a "Plies" and certain of which include guest appearances "T.I.", "Pleasure" and/or "Trey Songs" (collectively, the "Artists"). Please be advised that each of the Artists is the subject of an exclusive recording or licensing agreement (each, an "Agreement") with Atlantic, pursuant to which Atlantic owns or is the exclusive licensee of all audio recordings made during the term thereof. Please be further advised that Atlantic never authorized or otherwise consented to BCD's exploitation of the Unauthorized Masters on the Album or otherwise. Accordingly, BCD's exploitation of the Unauthorized Masters, including, without limitation, the distribution of the Album, violates Atlantic's rights under the Copyright Act and other laws and entitles Atlantic to significant damages, attorneys' fees and costs against BCD.

In light of the above, Atlantic demands that BCD immediately (i) ceases and desists from the sale, distribution and all other exploitation of the Album; (ii) recalls all copies of the Album that have been shipped; (iii) cancels all orders for the Album; (iv) destroys all copies of the Album in its possession, custody or control; and (v) renders an accounting to Atlantic for all sales of the Album. If BCD does not provide written confirmation that it has completed the foregoing by the close of business on Wednesday, April 30, 2008, Atlantic will conclude that all steps short of litigation have been exhausted and may commence a lawsuit against BCD without further notice.

Nothing herein is intended to be, nor should be construed as, a complete statement of the facts or a waiver of any of Atlantic's rights or remedies, whether legal or equitable, all of which are expressly reserved.

Very truly yours,

Lynn Gonzalez
Associate Director, Business & Legal Affairs

cc: Michael Kushner, Margo Scott

Exhibit 7

From: wallace collins [mailto:wallace10019@yahoo.com]
Sent: Friday, April 25, 2008 9:24 AM
To: Scott, Margo
Subject: bcd

Looks like now BCD is a client

wc

Wallace Collins, Esq.
T: 212-245-7300

www.wallacecollins.com

Exhibit 8

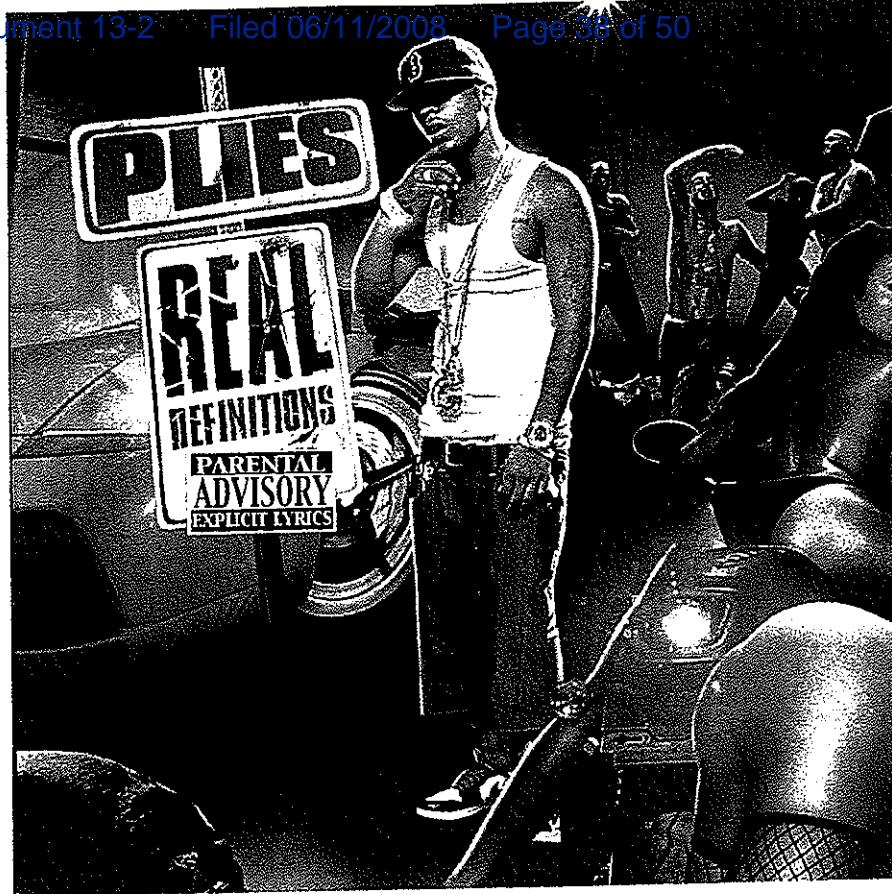
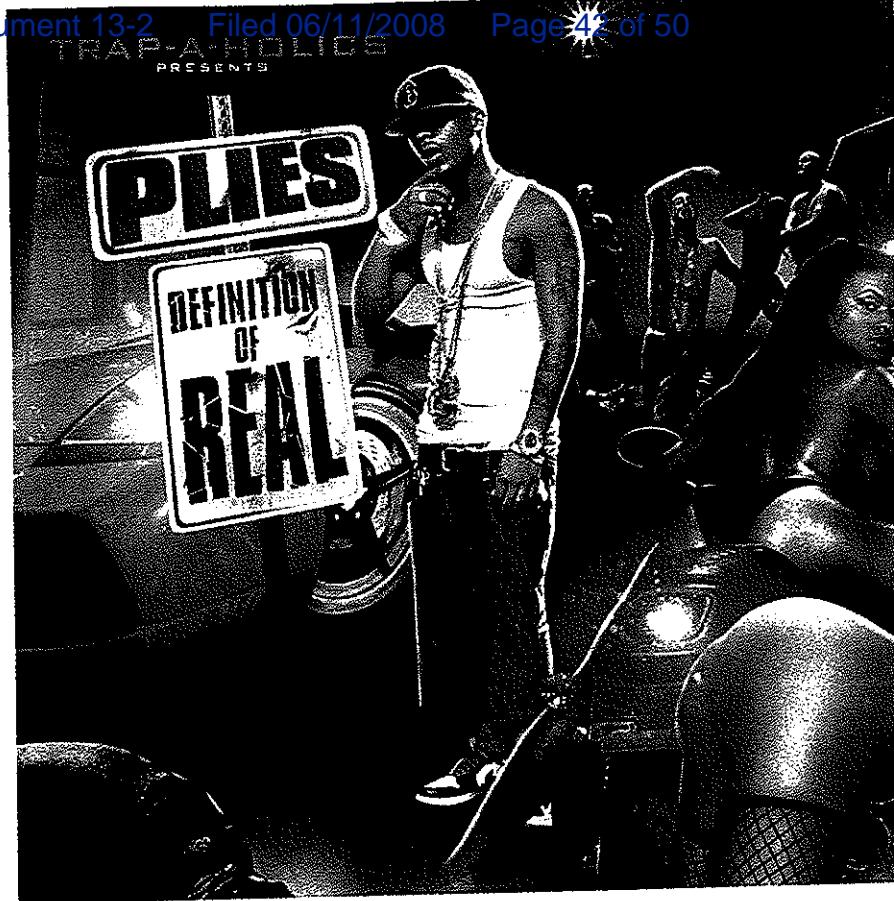






Exhibit 9





PLIES**DEFINITION OF REAL**

1. SPEEDIN REMIX FT. RICK ROSS
2. BUSS IT BABY (NEW SINGLE OFF DEFINITION OF REAL)
3. THEY KNOW REMIX
4. ME LOVE REMIX
5. BED REMIX FT. J HOLIDAY
6. STOP HIDIN FT. TI
7. IN LOVE WITH MONEY
8. GOT EM HATIN
9. YOU FT. TANK
10. HYPNOTIZED FT. AKON
11. GET YOU WET FT. PLEASURE
12. WATER
13. MURKIN SEASON
14. I'M SO HOOD
15. WHERE ME AT?
16. COMMITTED TO BEING A REAL NIGGA
17. CHOPPER ZONE FT. LIL BOOSIE
18. ROB YO PUSSY ASS
19. TAKE OFF
20. MOST ANTICIPATED
21. DUCK DOWN
22. I JUST WANT THE PAPER FT. BIGGIE
23. I WANNA FUCK YOU FT. AKON
24. SHAWTY FT. T PAIN
25. SHAWTY REMIX FT. PLEASURE & TREY SONGZ
26. TUCK YA TDE

CD ARTWORK BY
IMREADY2GO.COM

Exhibit 10

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Rachel's Amazon.com

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Music Deals

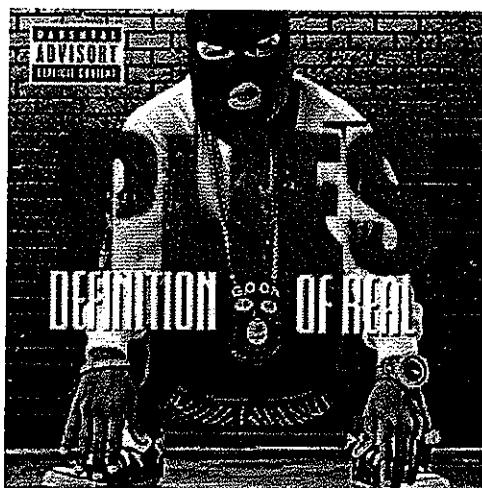
Music You Should Hear

Music

You've qualified: Two-Day shipping on this item is **FREE** with a free trial of Amazon Prime.



You qualify for a FREE trial of Amazon Prime



[See larger image](#)

Definition of Real

Plies (Artist)

[More about this product](#)

List Price: **\$18.98**

Price: **\$13.99** & eligible for **FREE Super Saver Shipping** on orders over \$25. [Details](#)

You Save: **\$4.99 (26%)**

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This title will be released on June 10, 2008.

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Product Details

Audio CD (June 10, 2008)

Original Release Date: June 10, 2008

Number of Discs: 1

Label: Atlantic

ASIN: B0017TBE9Y

Amazon.com Sales Rank: #27,309 in Music (See [Bestsellers in Music](#))

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Track Listings

1. I'm Da Man
2. Ol' Lady
3. Bushes
4. Worth Goin FED Fo
5. Dat Bitch
6. Somebody (Loves You)
7. Feel Like Fuckin
8. Watch Dis
9. Who Hotter Than Me
10. 1 Day
11. Bust It Baby (Part 2)
12. Shit Bag
13. Please Excuse My Hands
14. Rich Folk
15. #1 Fan

Editorial Reviews

Product Description

Exhibit 11



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Definition Of Real (CD)

Plies (Artist)

[More About this Product](#)

List Price: \$18.98

Tower Price: \$13.29

You Save: \$5.69 (30%)

[Buy Now](#) Click to go directly to the checkout.

This item qualifies for **FREE Shop N' Save Shipping for orders over \$25.** [Check shipping price.](#)

Availability: Pre-order

Product Description

Category: [Music](#) » [Rap & Hip Hop](#) » [Rap & Hip Hop/General](#)

Format: CD

Release Date: June 10, 2008

Number of Discs: 1

Label: Slip-N-Slide Records

UPC: 075678993268

WAPI (Tower ID): 112110105

Average Customer Review: [There are no customer reviews yet. Be the first to write a review!](#)

Tower.com Sales Rank: #10308 in Music (See [Top 100 Music Bestsellers](#))

#276 in Rap & Hip Hop (See [Top 100 Rap & Hip Hop Bestsellers](#))

#148 in Rap & Hip Hop/General (See [Top 100 Rap & Hip Hop/General Bestsellers](#))

Track Listing

DISC 1 for Definition Of Real (CD) Album

- 1 Speedin' (Remix) - (remix, featuring Rick Ross)
- 2 Buss It Baby
- 3 They Know (Remix) - (remix)
- 4 Me Love (Remix) - (remix)
- 5 Bed (Remix) - (featuring J. Holiday)
- 6 Stop HIDIN' - (featuring T.I.)
- 7 In Love With Money
- 8 Got 'Em Hatin'
- 9 You - (featuring Tank)
- 10 Hypnotized - (featuring Akon)

- 11 Get You Wet - (featuring Pleasure)
- 12 Water
- 13 Murkin Season
- 14 I'm So Hood
- 15 Where He At?
- 16 Committed To Being A Real Nigga
- 17 Chopper Zone - (featuring Lil' Boosie)
- 18 Rob Yo Pussy Ass
- 19 Take Off
- 20 Most Anticipated
- 21 Duck Down
- 22 I Just Want The Paper - (featuring The Notorious B.I.G.)
- 23 I Wanna Fuck You - (featuring Akon)
- 24 Shawty - (featuring T-Pain)
- 25 Shawty (Remix) - (remix, featuring Pleasure/Trey Songz)
- 26 Tuck Ya Ice

More Albums by Plies (Artist)



The Real Testament (CD)
~ Plies (Artist)



The Real Testament (Edited) (CD)
~ Plies (Artist)



Definition Of Real (CD)
~ Plies (Artist)

If You Enjoy "Definition Of Real (CD)", May We Also Recommend:



Struggle From The Subway To The Charts (CD)
~ Nuttin' But Stringz (Artist)



Beat'n Down Yo Block (EXPLICIT) (CD)
~ UNK (Artist)



Trilla (Vinyl)
~ Rick Ross (Artist)



To The East (CD)
~ X-Clan (Artist)



Dead Ringer (CD)
~ RJD2 (Artist)



Blazing Arrow (CD)
~ Blackalicious (Artist)



Ruthless (CD)
~ Bizzy Bone (Artist)



Nellyville (CD)
~ Nelly (Artist)

Customer Reviews for "Definition Of Real (CD)" by Plies (Artist)

There are no customer reviews yet. Be the first to write a review!

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FOR plies
IN Music
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Definition of Real

Bibliographic Data: 1 Compact Disc, Atlantic/WEA, June 2008

Performer: Plies

Guest Artist: Akon / Biggie

List Price: \$18.99

In-store prices may vary. See your local store for the most up-to-date pricing.

Status: Not Yet Published

BINC: 9550317

UPC: 075678993268

Shelf Location: Multimedia Department > Rap > Rap/Hip Hop

Store Availability

To check availability at your favorite Borders store(s), you must first [add a store](#).



[Pre-order for in-store pickup](#)



Track List:

1. S peedin' [Remix]
2. Buss I t Baby
3. They Know [Remix]
4. M e Love [Remix]
5. Be d [Remix]
6. S top Hidin'
7. I n Love With Money
8. Got ' Em Hatin'
9. You
10. Hypnotized
11. Get You Wet
12. Water
13. Murkin Season
14. I'm So Hood
15. Where He At?
16. Committed to Being a Real Nigga
17. Chopper Zone
18. Rob Yo Pussy Ass
19. Take Off
20. Most Anticipated
21. Duck Down
22. I Just Want the Paper
23. I Wanna Fuck You

- 24. Shawty
- 25. Shawty [Remix]
- 26. Tuck Ya Ice

[back to top](#)

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Exhibit 13



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Best Buy > Music & Movies > Music > Rap & Hip-Hop > Rap > **Product Info**



Definition Of Real [PA] [6/10] - CD

SKU: 8843326 | Release Date: 6/10/2008



Parental Advisory

Shipping: Pre-order Estimate arrival time.

Our Price: **\$13.99**

Store Pickup: Coming Soon

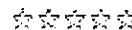
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Format

CD (1)

Release Date

6/10/2008

Original Release Date

2008

Genre

Rap

Label

Slip-N-Slide Records

Studio/Live

Studio

Mono/Stereo

Stereo

Tracks

1. Speedin' (Remix) - (remix, featuring Rick Ross)
2. Buss It Baby
3. They Know (Remix) - (remix)
4. Me Love (Remix) - (remix)
5. Bed (Remix) - (featuring J. Holiday)
6. Stop HIDIN' - (featuring T.I.)
7. In Love With Money
8. Got 'Em Hatin'
9. You - (featuring Tank)
10. Hypnotized - (featuring Akon)
11. Get You Wet - (featuring Pleasure)
12. Water
13. Murkin Season
14. I'm So Hood
15. Where He At?
16. Committed To Being A Real Nigga
17. Chopper Zone - (featuring Lil' Boosie)
18. Rob Yo Pussy Ass
19. Take Off
20. Most Anticipated
21. Duck Down
22. I Just Want The Paper - (featuring The Notorious B.I.G.)
23. I Wanna Fuck You - (featuring Akon)
24. Shawty - (featuring T-Pain)
25. Shawty (Remix) - (remix, featuring Pleasure/Trey Songz)
26. Tuck Ya Ice



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Exhibit 14



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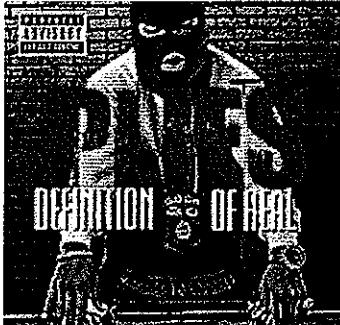


Chase
Garth Brooks

Our Price: \$8.28

You Save: \$7.70

Definition Of Real



Large Front

Plies Definition Of Real

CD
Plies

Regular Price: \$15.09

Sale Price: **\$14.84** [PRE ORDER NOW!](#)[CHECK AVAILABILITY](#)

Scheduled to release

Tuesday, June 10, 2008

Place your order today and be one of the first to receive this product when it arrives.

Format: CD

[Email a Friend](#)

► Detailed Definition Of Real Music Information

Definition Of Real Music

List Price \$18.98 (You save \$4.14)

Category Rock/Pop, Rap

Label Slip-N-Slide

Orig Year 2008

CD Universe 7669404

Part#

Catalog# 511238

Discs 1

Street Date Jun 10, 2008

Studio/Live Studio

Mono/Stereo Stereo

Personnel Rick Ross, T-Pain, Akon, T.I., Trey Songz, Notorious B.I.G., Lil' Boosie, J. Holiday, Tank, Pleasure

► Definition Of Real Other Versions

Plies

Definition Of Real (2008) \$11.09

Available: Tuesday, June 10, 2008

Edited

\$11.09

Plies

Definition Of Real (2008) \$15.18

Pre-Order Now!

Available: Tuesday, June 10, 2008

Edited

\$15.18

► Track Listing

Song Title

1. Speedin' (Remix) - (remix, featuring Rick Ross)

Current Top Sellers

1. [Lightning Strikes Again](#)
Dokken
2. [Nothing But The Best](#)
Frank Sinatra
3. [In The Midst Of Beauty](#)
Michael Schenker
4. [Rockferry](#)
Duffy
5. [Narrow Stairs](#)
Death Cab for Cutie

[All Time Top Sellers](#)

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1. [Greatest Hits](#)
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2. [Floating Point](#)
John McLaughlin
3. [Tokyo Day Trip](#)
Pat Metheny
4. [3 Doors Down](#)
3 Doors Down
5. [XV](#)
King's X

Next Week

1. [Lightbulb Sun](#)
Porcupine Tree
2. [Steve Miller Band - Live From Chicago](#)
Steve Miller
3. [Here I Stand](#)
Usher
4. [F Action 50:Last F Action](#)
OG Ron C
5. [Ian Gillan - Live In Anaheim](#)
Ian Gillan

Top Future Releases

1. [Indestructable](#)
Disturbed

► More Bargains

<ol style="list-style-type: none"> 2. Buss It Baby 3. They Know (Remix) - (remix) 4. Me Love (Remix) - (remix) 5. Bed (Remix) - (featuring J. Holiday) 6. Stop Hidin' - (featuring T.I.) 7. In Love With Money 8. Got 'Em Hatin' 9. You - (featuring Tank) 10. Hypnotized - (featuring Akon) 11. Get You Wet - (featuring Pleasure) 12. Water 13. Murkin Season 14. I'm So Hood 15. Where He At? 16. Committed To Being A Real Nigga 17. Chopper Zone - (featuring Lil' Boosie) 18. Rob Yo Pussy Ass 19. Take Off 20. Most Anticipated 21. Duck Down 22. I Just Want The Paper - (featuring The Notorious B.I.G.) 23. I Wanna Fuck You - (featuring Akon) 24. Shawty - (featuring T-Pain) 25. Shawty (Remix) - (remix, featuring Pleasure/Trey Songz) 26. Tuck Ya Ice 	<ol style="list-style-type: none"> 2. Watershed Opeth 3. Control Control / WS Ocrd 4. Rock My World Bret Michaels 5. Annie: The Broadway Musical 30th Anniversary Produ
--	---

► **Definition Of Real Album Other Ideas**

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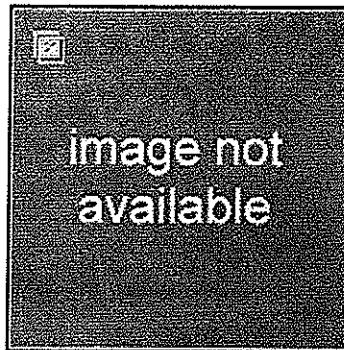
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Title Definition Of Real [PA] [6/10] *

Guest Rick Ross/J.

Artists Holiday/T.I./Tank/Akon/Pleasure/Lil'

Boosie/The Notorious B.I.G./T-

Pain/Trey Songz

UPC 07567899326

Genre R&B

Sub Rap

Genre

Released 06/10/2008

List Price \$18.98**Our Price****\$14.97**[Add To Basket](#)Ships upon
release**Track Listing** - click icons to preview tracks in Windows Media Player.

1	Speedin' (Remix) - (remix, featuring Rick Ross)	14	I'm So Hood
2	Buss It Baby	15	Where He At?
3	They Know (Remix) - (remix)	16	Committed To Being A Real Nigga
4	Me Love (Remix) - (remix)	17	Chopper Zone - (featuring Lil' Boosie)
5	Bed (Remix) - (featuring J. Holiday)	18	Rob Yo Pussy Ass
6	Stop HIDIN' - (featuring T.I.)	19	Take Off
7	In Love With Money	20	Most Anticipated
8	Got 'Em Hatin'	21	Duck Down
9	You - (featuring Tank)	22	I Just Want The Paper - (featuring The Notorious B.I.G.)
10	Hypnotized - (featuring Akon)	23	I Wanna Fuck You - (featuring Akon)
11	Get You Wet - (featuring Pleasure)	24	Shawty - (featuring T-Pain)
12	Water	25	Shawty (Remix) - (remix, featuring Pleasure/Trey Songz)
13	Murkin Season	26	Tuck Ya Ice

Details**Performers** Plies

Label Slip-N-Slide Records

Catalog # 511238

SPAR Code n/a

Year of Original Release 2008

Mono/Stereo Stereo

Studio/Live Performance Studio

Distributor WEA (distr)

of Discs 1

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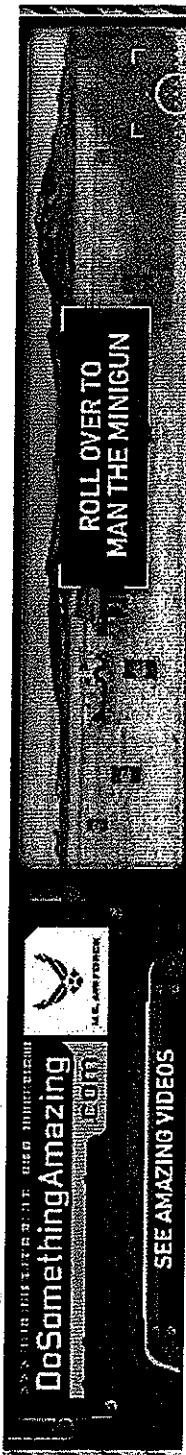
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Definition of Real

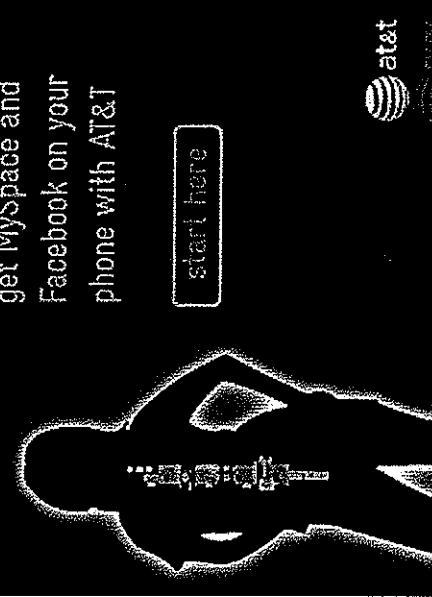


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Track#	Title	time
1	Speedin' (Remix)	
2	Buss It Baby	
3	They Know (Remix)	
4	Me Love (Remix)	
5	Bed (Remix)	
6	Stop HIDIN'	
7	In Love With Money	
8	Got 'Em Hatin'	
9	You	
10	Hypnotized	

11 Get You Wet
 12 Water
 13 Murkin Season
 14 I'm So Hood
 15 Where He At?
 16 Committed to Being a Real Nigga
 17 Chopper Zone
 18 Rob Yo Pussy Ass
 19 Take Off
 20 Most Anticipated
 21 Duck Down
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 23 I Wanna Fuck You
 24 Shawty
 25 Shawty (Remix)
 26 Tuck Ya Ice

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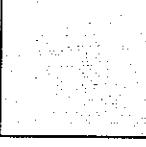
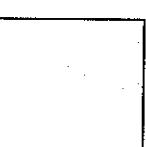
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	Rick Ross Carol City's King
	Rick Ross Trilla
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Format: CD

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1	Speedin' [Remix]
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3	They Know [Remix]
4	Me Love [Remix]
5	Bed [Remix]
6	Stop HIDIN'
7	In Love With Money
8	Got 'Em Hatin'
9	You
10	Hypnotized
11	Get You Wet
12	Water
13	Murkin Season
14	I'm So Hood
15	Where He At?

14	I'm So Hood
15	Where He At?
16	Committed to Being a Real Nigga
17	Chopper Zone
18	Rob Yo Pussy Ass
19	Take Off
20	Most Anticipated
21	Duck Down
22	I Just Want the Paper
23	I Wanna F*** You
24	Shawty
25	Shawty [Remix]
26	Tuck Ya Ice

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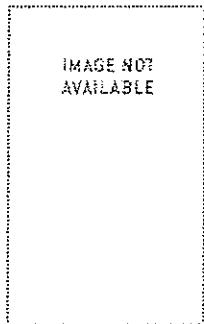
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- 2 [Buss It Baby](#)
- 3 [They Know Remix](#)
- 4 [Me Love Remix](#)
- 5 [Bed Remix](#)
- 6 [Stop HIDIN'](#)
- 7 [In Love With Money](#)
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- 15 [Where He At?](#)
- 16 [Committed to Being a Real Nigga](#)
- 17 [Chopper Zone](#)
- 18 [Rob Yo Pussy Ass](#)
- 19 [Take Off](#)
- 20 [Most Anticipated](#)
- 21 [Duck Down](#)
- 22 [I Just Want the Paper](#)
- 23 [I Wanna Fuck You](#)
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- Label: ATLANTIC / WEA
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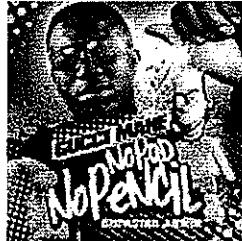
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3: Coalition Ambush
Flo Dawgs (of The Rock Solid
Royal Family) - Time Is
Money
Killer Mike - I Pledge
Allegiance To the Grind II

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Gucci Mane - No Pad, No Pencil


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Our price: \$6.99

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Product Description

Atlantic Records presents the official Gucci Mane mixtape, NO PAD, NO PENCIL. This CD is packed with exclusives from Gucci Mane and features appearances from Lil Jon, Fabo, Mac Bre-Z, Ludacris, Shawna, Hot Dollar & Rick Ross.

Track Listing

1. Supastar J. Kwik Intro
2. East Atlanta 6
3. Exclusive Freestyle #1: 2010 Style
4. Pillz feat. Mac Bre-Z
5. I'm A J feat. Lil' Jon & Fabo
6. Exclusive Freestyle #2: Life Is Good
7. Lights On Lights Out
8. My Kitchen
9. One More feat. Rich Boy
10. Hella Ones
11. Exclusive Freestyle #3: No Pad No Pencil
12. Exclusive Freestyle #4: MVP
13. Whoosh feat. OJ Da Juice

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The Return of the
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Lil Scrappy - Prince C
The South

Slick Pulla - Omerta:
Code of Silence

DJ Spinz - Heart of the
City

Moss B - Life Like A
Movie

DJ 5150 & Slim Thug
North Side Boss

DJ Teknikz - If You
We Sellin' 17

Mr. LPD - Still On To
DJ Kno-It-All & DJ Ill
- Untouchable Radio
1

DJ Storm - The Best
Mary J. Blige

DJ Scream & MLK -
Hoodrich Radio 9

Big Pokey, Lil C, J-Da
OG Avery - Keep On
Stackin Vol. 3 (Chop
& Screwed)

DJ Obscene & Lil C -
"Get Money Pro" - Big
Money Heavy-Weight

Baby D - A-Town Set
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1. J-Green (of The Rock Solid Royal Family) - Codeine Dream

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14. Exclusive Freestyle #5: Stuntin Hard
15. Exclusive Freestyle #6: East Atlanta Trap Boyz
16. Exclusive Freestyle #7: Plane Crash
17. Lames (Can't Call Her) feat. Shawnna
18. Freaky Girl feat. Ludacris (Kwik Mix)
19. If She Wink (She'll Fuck)
20. Streets On Lock(Remix) feat. Hot Dollar & Rick Ross

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**Hood Affairs TV**

2. Hood Affairs TV: Gucci Mane - Trap-A-Holic aka No Pad, No Pencil

\$11.99

**Hoodrich Entertainment**

3. Big Mike, DJ Scream, Don Cannon - Diamond (of Crime Mob): Bitch Muzik

\$6.99

**Grind Time**

4. S.L. Jones - C.O.L.O.R.S. (Bangin On Wax)

\$12.99

**Raw Report**

5. The Raw Report: Shawty Lo - The Real Bankhead Story

\$11.99

**Jaywerks**

6. Princess (of Crime Mob) - Class Is In Session

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**Dutty Laundry**

7. DJ Dutty Laundry & 32 Entertainment Presents OJ Da Juiceman

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**Hoodrich**

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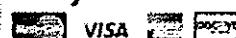
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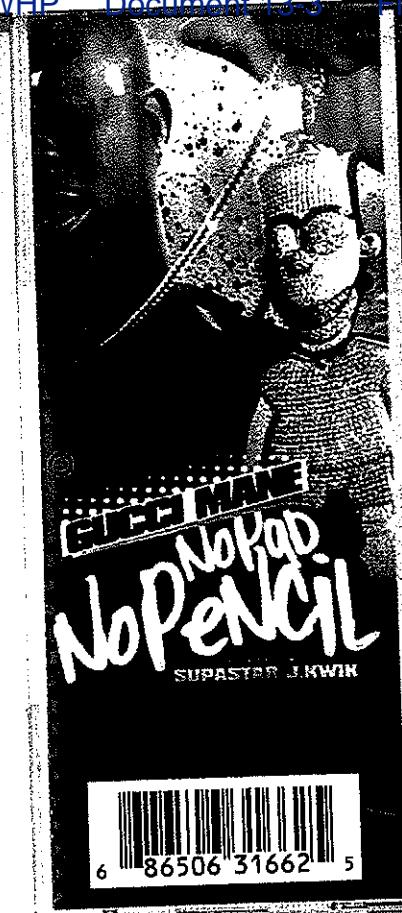


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1. We work with Artists that have been discovered by a major record label, and either have signed already, or are negotiating a deal. We work closely with the Major and help the artist achieve the results majors demand ... unit sales, building a sizeable fan base, and creating buzz for the music. This artist normally transitions to the Major after 6 to 12 months.
2. We cater to independent record labels and artists that have a substantial history of sales with previous titles. These clients have industry recognition and a fan base, and can handle their own marketing. These clients look for the highest payback per unit sold.
3. We also favor artists new to the industry, releasing their first project. These clients require education, assistance with marketing and promotions, and sometimes funding.

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gucci mane

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No Pad No Pencil**Artist: Gucci Mane**

Successful hip-hop is about the hint of the danger, the tease of it, and the mystique. Hip-hop is also about balance. Gucci Mane is an artist striving for that balance, volatility versus musicality. Gucci presents an unmistakable presence on the mic, one of the best flows in rap and, most importantly, an innate sense for crafting great hooks. Using no pad, no pencil, he speaks his own words with flair and style.



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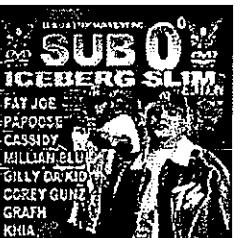
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\$5.99

BUY NOW!



Dj Whoo Kid Presents
Bishop Lamont
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Sub 0 DD Iceberg Slim
Edition (Papoose & Fat Joe)
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Dj Delz D187 Hood Radio
Vol 2 (Hosted By Max B)
\$5.99

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DJ Duty Laundry Presents
Gucci Mane OJ Da Juiceman
Bolo & Big S
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Dj Teknikz Street Execs
Countdown Vol 5
\$5.99

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Dj Klapton American
Legends Pt 2 (Jay Z & Nas)
\$5.99

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Dj Ace & OJ Da Juice Juice



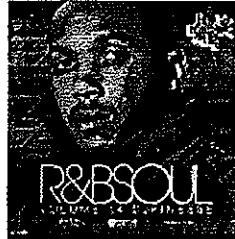
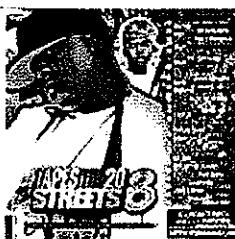
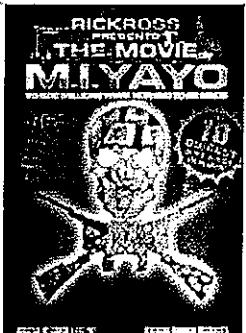
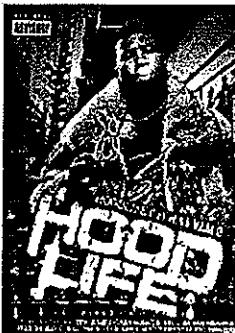
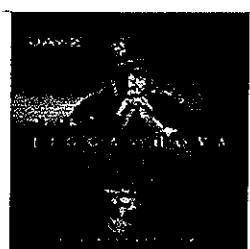
Dj Teknikz & Young Berg



The Empire Presents Dj



Dj Fine\$\$e & The Roots

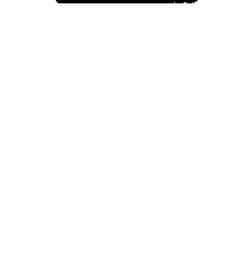
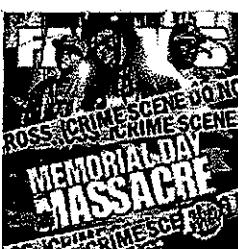
World
\$5.99[BUY NOW!](#)Dj Fine\$\$e & Usher The
Official Best Of Usher Pt 2
\$5.99[BUY NOW!](#)Passport Swag
\$5.99[BUY NOW!](#)Dj Fine\$\$e R&B Soul Pt 14
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Jams Pt 35
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Vol 8
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A Little Bit Of Dat Pt 20
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The Movie
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Lantern On Da Spot (Live
From Invasion Rad
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Favorite Singer (Mary J
Blige)
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Experience
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Trap A Holics & Jay Z Jigga

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Vs Hova

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\$5.99[BUY NOW!](#)Smooth Denali When It
Mattered Vol 2
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Trafficking
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The Best Of MJB (Double
Disc)
\$8.99[BUY NOW!](#)Dj Messiah & Juelz Santana
Swag Splasher
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Stacks Million Dollar Nextel
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Radio Vol 4
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Vol 4
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World
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Of A 8 Time Felon
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Present Slick Pulla Omerta
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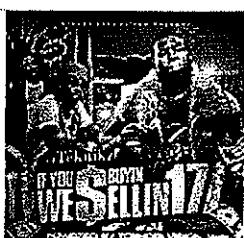
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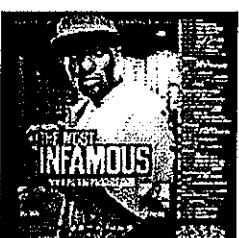
DJ Teknikz If You Buyin We
Sellin Pt 17
\$5.99

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Dj 31 Degreez Forecast Pt
20
\$5.99

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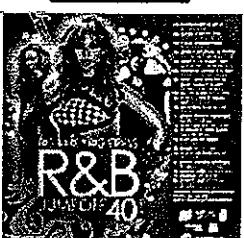
Dj Diggz & Rated R Present
The Most Infamous
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The Hitmen & 50 Cent This
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Instrumentals 6
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Dj Smallz Trap R&B
\$5.99

BUY NOW!



Dj Slimer The Best Of
Usher
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BUY NOW!



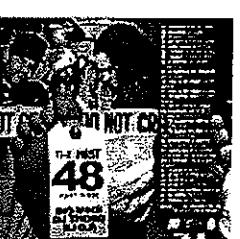
Dj Hitz Radio Hitz Pt 6
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R&B Addiction
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Hop Pt 2
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BUY NOW!

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Gucci Mane EA
Sportscenter
\$5.99

BUY NOW!



Dj Famous R&B 68 (Spring
Fling)
\$5.99

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- [BLENDZ](#)
- [RADIO](#)
- [WEST COAST](#)
- [OLDS SCHOOL](#)
- [CD ALBUMS](#)
- [DVDS](#)
- [CLOTHING](#)
- [DOLLAR MENU](#) NEW!
- [50 CENT/G-UNIT](#)
- [CAMRON/DIPLOMATZ](#)
- [JADAKISS/D-BLOCK](#)
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Latest Releases



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\$5.99

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Dj Rah2k & Dj Rack\$ Problem Solvers Pt 2 (Gucci Mane Plies & You)

\$5.99

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Dj Rah2k Dj Rack\$ & Plies Hate Talk

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Dj Scream- Plies (Heavy In The Streets)

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04. [Big Mike & Sheek Louch The Howlin](#)
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sh!t is bangin right here ..

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Bizkit & Tapemasters Inc Lil Boosie & Gucci Mane (Whos Got The C)

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Your Password



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\$5.99

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Dj 31 Degreez & Gucci Mane King Of Trap

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Lil Wayne The Carter (Official Album)

\$14.99



Dj Ace & Gucci Mane Mr Perfect

\$5.99

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Best Sellers



Dj Coolbreeze & Gucci Mane Iced Up

\$5.99

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03. [Dj Big Mike & Dj Thoro The Hustla: Home \(OFFICIAL CASSIDY MIXTAP\)](#)
04. [Big Mike & Sheek Louch The Howlin](#)
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yo what up wit the shit on mixtrap...

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Dj Messiah Cocaine Gang (Young Jeezy Rick Ross Gucci Mane & The Game)

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Dj Rah2k & Dj Rack\$ Problem Solvers Pt 2 (Gucci Mane & Plies)

\$5.99

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Dj Rah2k & Gucci Mane Trapstar Vol 3

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Dj Scream & Supastar J Kwik Guap A Holics (Gucci Mane & Shorty L)

\$5.99

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Dj Storm & Gucci Mane Drank Epidemic 13 & 13.2 (Double Disc)

\$9.99

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Hood Affairs TV DVD (Featuring Plies Gucci Mane & Rick Ross Plus)

\$10.99

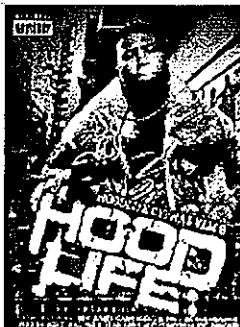
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Hoodlife Cyphas Vol 9 (Gucci Mane & Cassidy)

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The Empire Gucci Mane & The Cartel Present Bird Flu

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Trap A Holics Gucci Mane & Yo Gotti G Shit

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Exhibit 26

Public Catalog

Copyright Catalog (1978 to present)

Search Request: Builder = (gucci mane)[in Title]

Search Results: Displaying 1 of 2 entries

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[Detailed View](#)

Back To The Traphouse.

Type of Work: Sound Recording

Registration Number / Date: SR0000612203 / 2008-05-12

Application Title: Gucci Mane "Back To The Traphouse" Atlantic/Asylum #313516-2.

Title: Back To The Traphouse.

Publisher Number: #313516-2 Atlantic/Asylum

Copyright Claimant: Atlantic Recording Corporation. Address: 1290 Avenue of the Americas, New York, NY, 10104

Date of Creation: 2007

Date of Publication: 2007-11-28

Nation of First Publication: United States

Authorship on Application: Atlantic Recording Corporation, employer for hire; Domicile: United States; Citizenship: United States. Authorship: Sound Recordings and Artwork.

Names: Atlantic Recording Corporation

[!\[\]\(2644dbfbf2ed5730eb19f0358beea7d8_img.jpg\) previous](#) [!\[\]\(2cb4591d0a82750ab52b088655b14ab5_img.jpg\) next](#)

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Exhibit 27

ADDENDUM TO STANDARD TERMS & CONDITIONS OF DISTRIBUTION

This Addendum is entered into this 1 day of Feb 2008 between Jeff Sledge (hereinafter "Label") and BCD Music Group, Inc (hereinafter "BCD"). The parties hereto accept BCD's Terms & Conditions of Distribution and further agree as follows:

Label hereby:

1. Agrees to deliver eight (8) albums:

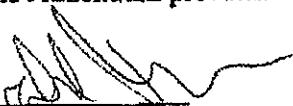
a. <u>Artist</u>	<u>Title</u>	<i>Delete</i>
b. DJ S & O	FAT BOY RAP	
c. PLIES	DEFINITION OF REAL	
d. BIRDMAN & LIL WAYNE	HAPPY FATHERS DAY	
e. LIL BOOSIE	BOOSIEANNA	
f. BIG MIKE	INTERNATIONAL GANGSTER	
g. GUCCI MANE	NO PAD NO PENCIL	
h. THE EMPIRE	SOUTHERN SLANG 9	
i. RICK ROSS	CAROL CITY'S KING	
2. Grants a worldwide exclusively irrevocably license to BCD forever for distribution and sale (digital and physical) on any media currently known or invented in the future
3. Authorizes BCD to use the likeness of all artist(s) included on any recorded media.
4. Indemnifies and holds BCD harmless against future claims, damages and attorney's fees in the event any claims are made against BCD
5. Represents and Warrants that the music herein is free and clear and unencumbered, has no outstanding claims, and that master recordings were made as a "work for hire".
6. Shall provide additional releases, clearances and statements of authenticity if so requested by BCD.
7. Represents that no future royalties or payments of any kind are due to Label, other than specified herein
8. Acknowledges that Label understands that making representations that are not true and correct may be a criminal offense prosecutable under Federal and State laws.
9. Agrees to be available as may reasonably be requested by BCD to assist in specific promotions.
10. Agrees that BCD has and will have information regarding it's vendors, it's customers and it's artists and record labels, systems and other vital information (collectively, "Information") which are valuable, special and unique assets of the Company. You agree that you will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of the Company. You will protect the Information and treat it as strictly confidential.

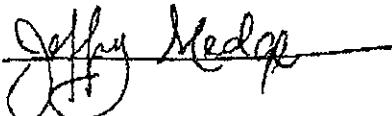
BCD shall:

1. pay to Label a onetime payment of Six Thousand dollars (\$6,000) at time of execution of this Agreement.

If there is a conflict between BCD's Term and Conditions of Distribution and this Addendum, this Addendum prevails.

Agreed:


BCD Music Group, Inc.


Jeffrey Sledge

JEFFREY SLEDGE